

ORDINANCE 2019-06-13-0516

APPROVING AN AGREEMENT WITH SOUTHWEST RESEARCH INSTITUTE TO CONDUCT AIR SAMPLING, ANALYSIS AND PROVIDE OZONE MITIGATION RECOMMENDATIONS IN AN AMOUNT UP TO \$250,000.00 FOR A ONE YEAR TERM WITH THE OPTION TO RENEW FOR ONE ADDITIONAL YEAR.

* * * * *

WHEREAS, on October 1, 2015, the EPA released a more stringent “health-based” air pollution standard of 70 parts per billion (ppb) for ground-level ozone; and

WHEREAS, the EPA officially announced that Bexar County was in marginal nonattainment of Federal ground-level ozone standards on September 24, 2018; and

WHEREAS, this was based on ozone exceedance readings at two regulatory air monitors in Northwest Bexar County; and

WHEREAS, marginal nonattainment communities are those closest to meeting the ozone standard and have fewer mandatory planning and control requirements at the local level; and

WHEREAS, if Bexar County does not reach the attainment standard by the end of 2020, the area will be moved to the moderate designation, resulting in federal regulatory requirements; and

WHEREAS, in response to the EPA designation, the City of San Antonio created an Ozone Attainment Master Plan; and

WHEREAS, in addition, the City issued a Request for Information (RFI) on October 17, 2018 to assist the City in creating an appropriate acquisition strategy to identify Volatile Organic Compounds (VOCs) and Oxides of Nitrogen (NOx) point sources and to mitigate those sources; and

WHEREAS, the RFI responses were reviewed and used to assist in creating a Request for Proposal (RFP) for a contract to conduct air sampling, analysis and ozone mitigation services; and

WHEREAS, the City issued a RFP for Air Sampling, Analysis and Mitigation in NW Bexar County (RFP 019-037; RFX# 6100011275) to secure these services on March 13, 2019 and posted on the City’s Bidding and Contracting Opportunities webpage; and

WHEREAS, the City received three (3) responses for evaluation on April 24, 2019; and

WHEREAS, Southwest Research Institute received the highest ranking and was recommended for award by the evaluation committee; and

WHEREAS, this Ordinance authorizes an Agreement with the Southwest Research Institute to conduct air sampling, analysis, and recommend ozone mitigation strategies in the amount of \$250,000.00 for the initial twelve month term of the contract, with the option for the City to renew for an additional year, under the same terms and conditions; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is authorized to negotiate and execute an agreement with Southwest Research Institute to conduct air sampling, analysis and provide ozone mitigation recommendations in response to RFP 019-037, in an amount not to exceed \$250,000.00 for a one year term, with the option to renew the agreement, without further Council action, for an additional year under the same terms and conditions. The agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this Ordinance shall expire 60 days after the effective date.

SECTION 2. Funding in the amount of \$250,000.00 for this ordinance is available as part of the Fiscal Year 2019 budget approved by City Council. Per the table below:

Amount	General Ledger	Cost Center	Fund No.
\$105,000.00	5201040	3615010001	11001000
\$145,000.00	5201040	3615010001	11001000
\$250,000.00			

SECTION 3 Payment not to exceed the budgeted amount is authorized Southwest Research Institute to conduct air sampling, analysis, and ozone mitigation related services.

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

MH
06/13/19
Item No. 40

SECTION 5 This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 13th day of June, 2019.



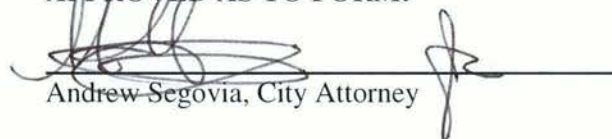
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	40 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21A, 21B, 22, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 48, 50, 51A, 51B, 52)
Date:	06/13/2019
Time:	10:10:52 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving an agreement with Southwest Research Institute to conduct air sampling, analysis and provide ozone mitigation recommendations in an amount up to \$250,000.00 for a one year term with the option to renew for an additional year. Funding for the initial term of the contract is available from the City's FY 2019 General Fund Budget. [Colleen M. Bridger, MPH, PhD, Interim Assistant City Manager; Jennifer Herriott, MPH, Interim Director, Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

ATTACHMENT I

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
SOUTHWEST RESEARCH INSTITUTE
FOR
AIR SAMPLING, ANALYSIS & MITIGATION IN NW BEXAR COUNTY
(RFP 019-037)**

**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

Southwest Research Institute
6220 Culebra Rd.
San Antonio, TX 78238-5166

a nonprofit corporation chartered under the laws of the State of Texas (hereinafter referred to as "SWRI" or "Contractor"), said Agreement being executed by W. Troy Nagy, Director, Contractor, and pursuant to Ordinance No. 2019-06-13-_____, passed and approved by the City Council on June 13, 2019.

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 Proposal for Air Sampling, Analysis and Mitigation in NW Bexar County (RFP 019-037; RFX# 6100011275), issued by the City on March 13, 2019;
2. Exhibit II, Addendum I, dated April 1, 2019;
3. Exhibit III, Addendum II, dated April 8, 2019;
4. Exhibit IV, Addendum III, dated April 17, 2019;
5. Exhibit V, Price Schedule, RFP Attachment B, submitted by SWRI;
6. Exhibit VI, Copy of enabling Ordinance No. 2019-06-13-_____

Referenced Documents: Further, SWRI's responses to the RFP 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 RFP and its addendum govern SWRI's responses; this Integration Agreement governs both the RFP 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.

Compensation: As authorized by the Ordinance, total budget sums shall not exceed \$250,000.00 for the initial term of the Agreement, and shall not exceed a total of \$500,000.00 if the City exercises the renewal option, unless City Council action is taken to amend the enabling Ordinance.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director, Metropolitan Health District (hereinafter "Director"), of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed \$250,000.00 for the initial term of the Agreement, an additional amount not to exceed \$250,000.00 during the renewal period if the City exercises the renewal option, with the total compensation not to exceed \$500,000.00.

It is understood and agreed by the Parties that Contractor will be paid for actual work performed and for allowable expenses, provided that Contractor shall present City with an invoice for all expenses and services monthly within 14 calendar days of the end of the month. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

Work Start Date: Work shall start immediately upon instruction to SWRI from the Director, Metropolitan Health District, or designee, for performance of various City projects described in the RFP's scope of services or the contract documents identified above.

Scope of Services Adjustments: The RFP, Section 004 - SCOPE OF SERVICE, required the Respondent to provide support services for the technical functions of the San Antonio Metropolitan Health District (Metro Health). The Scope specified four areas of work to be performed and the Respondent was required to submit and implement in parallel separate work plans for areas 1, 2 and 3, upon City approval:

1. Identify where and when VOCs and NOx releases are occurring in Northwest Bexar County;
2. Identify fugitive emissions from facilities in Northwest Bexar County;
3. Research on unplanned and accidental emissions in Northwest Bexar County; and
4. Recommend and Plan Mitigation Strategies and Industry Stakeholder Engagement.

In their Proposal in response to the RFP (Section 5. Work Breakdown Structure), SWRI has recommended a change in the order of the four tasks and that these individual research initiatives be viewed in the context of a seamless progression of tasks, specifically:

RESEARCH (Area 3) Research Unplanned and Accidental Emissions;
MEASURE (Area 1) Identify where VOC and NOx Emissions are Occurring;
REFINE (Area 2) Identify Fugitive Emissions from Facilities; and
ACT (Area 4) Recommend Mitigation Strategies and Industry Stakeholder Engagement.

The City agrees and approves the change to the RFP in the order of tasks, as recommended by SWRI.

Term of Performance and Termination Date: The initial term of this agreement is for twelve months, with the option for the City to renew under the same terms and conditions for an additional one year period, and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date recited in the enabling Ordinance, or on the date of the last party to execute this agreement, and terminate on June 30, 2020. Any renewals shall be in writing, and signed by the parties. The Director shall have the authority to execute the renewal on behalf of the City without further City Council action, subject to appropriation of funds therefore.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: San Antonio Metropolitan
Health District
111 Soledad, Suite 1000
San Antonio, Texas 78205

If intended for Contractor, to:

Southwest Research Institute
Attn: W. Troy Nagy, Director, Contractor
6220 Culebra Rd.
San Antonio, TX 78238-5166

Assignment and Subcontracting: Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: NONE. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this

Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Independent Contractor: Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the

services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

Termination: For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated above, or earlier termination pursuant to any of the provisions hereof. This Agreement may be terminated without cause by City upon 30 calendar days written notice. Upon written notice City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided above in Assignment and Subcontracting, which shall constitute an Event for Cause under this Agreement.

Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

Failure to comply with the SBEDA terms and conditions.
Bankruptcy or selling substantially all of company's assets.
Failing to perform or failing to comply with any covenant herein required.
Performing unsatisfactorily.

Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with records retention requirements. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies

owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits, as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

*Remainder of page intentionally left blank.
Signature page follows.*

Agreed, Consented to, and Executed this _____ day of June, 2019.

SOUTHWEST RESEARCH INSTITUTE

BY: W. Troy Nagy
W. TROY NAGY
Director, Contracts Department

CITY OF SAN ANTONIO

BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or designee

APPROVED AS TO FORM:

Office of the City Attorney
Andrew Segovia, City Attorney

By: _____
City Attorney

EXHIBITS

Exhibit I, a Request for Proposal for Air Sampling, Analysis and Mitigation in NW Bexar County (RFP 019-037; RFX# 6100011275), issued by the City on March 13, 2019;

Exhibit II, Addendum I, dated April 1, 2019;

Exhibit III, Addendum II, dated April 8, 2019;

Exhibit IV, Addendum III, dated April 17, 2019;

Exhibit V, Price Schedule, RFP Attachment B, submitted by SWRI;

Exhibit VI, Copy of enabling Ordinance No. 2019-06-13-_____

CITY OF SAN ANTONIO

Exhibit I

SAN ANTONIO METROPOLITAN HEALTH DISTRICT



CITY OF SAN ANTONIO
METROPOLITAN HEALTH DISTRICT

REQUEST FOR PROPOSAL ("RFP")

for

AIR SAMPLING, ANALYSES & MITIGATION IN NW BEXAR COUNTY

(RFP 019-037), RFX# 6100011275

Release Date: Wednesday, March 13, 2019

Proposals Due: Wednesday, April 24, 2019

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
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003 - BACKGROUND

In September 2018, Bexar County including the City of San Antonio was declared in marginal nonattainment for ground-level ozone (the primary component of smog). Although the City's ground-level ozone measurements at regulatory monitors have continued to drop over the years, regulatory monitors located in Bexar County still exceed the Environmental Protection Agency's (EPA) National Ambient Air Quality Standard (NAAQS) of 70 parts per billion (ppb) for ground-level ozone. The NAAQS for ozone is based on extensive scientific evidence about ozone's effects on public health and welfare.

The marginal nonattainment classification is close to meeting the federal ozone standard; therefore, achieving attainment classification will require fewer mandatory planning and control requirements. Classification as nonattainment however, could have an adverse economic effect on the City and County and elevated ozone levels have been proven to result in adverse health effects for residents. If Bexar County does not reach attainment level by December 31, 2020, the San Antonio Metro area could be moved up to the moderate nonattainment classification which would bring stricter controls and regulation on local business and industry. The City of San Antonio is issuing this Request for Proposals for the Scope of Work set out below. The potential value of the contract is not expected to exceed \$250,000 for the initial term.

004 - SCOPE OF SERVICE

Respondent will provide support services for the technical functions of the San Antonio Metropolitan Health District (Metro Health). The purpose of the services will be to: 1) locate the highest concentrations of Volatile Organic Compounds (VOC)s and NOx (nitrous oxides) in the air in the North West quadrant of Bexar County; 2) to find possible sources contributing to those concentrations that would most likely impact the TCEQ Air monitoring stations CAMS 23 and CAMS 58 in that quadrant; and 3) to advise the City on mitigation strategies to reduce the VOC and NOx concentrations that most likely would impact the TCEQ Air monitoring stations.

There are 4 areas of work:

1. Identify where and when VOCs and NOx releases are occurring in Northwest Bexar County;
2. Identify fugitive emissions from facilities in Northwest Bexar County;
3. Research on unplanned and accidental emissions in Northwest Bexar County; and
4. Recommend and Plan Mitigation Strategies and Industry Stakeholder Engagement.

Respondent shall submit and implement in parallel separate work plans for areas 1, 2 and 3, upon City approval. An initial work plan 4 shall be submitted in response to the RFP, and then be revised within 2 weeks after draft reports have been submitted for Areas 1, 2 and 3. Submitted work plans shall be evaluated for adherence to technical criteria listed in the Areas of Work and evaluated as part of the Respondent's Proposed Plan. The total time to complete work plans for all areas of work shall not exceed one year from date of contract execution.

Work plans shall address the following General Elements, to include, but not limited to:

- Schedule;
- Budget for each task;
- Assignment of key personnel to each task;
- Work Breakdown Structure;
- Description of the proposed technical approach, which shall be proven in the peer-reviewed and professional journals;
- Data collection and review;
- Data analyses and interpretation;
- Assumptions and constraints;
- Conferences and meetings with the City and stakeholders;
- Quality Assurance and Quality Control (QA/QC) methodologies in alignment with U.S. EPA National Risk Management (NRML) guidelines for air sampling and analysis;
- A plan for managing changes to the work plan and/or report, not to include scope changes;
- Reports to be submitted to the City by email in PDF format and in Excel format, for some data sets, as requested by the City;
- Monthly progress reports; and
- Draft and final reports.

AREAS OF WORK

1. Identify where and when VOCs and NOx releases are occurring in Northwest Bexar County

The work plan objectives for Area 1 are to:

- a) Determine the geographical area that would have the most influence on the TCEQ air monitoring stations CAMS 23 and CAMS 58 for VOCs and NOx emissions;
- b) Determine possible point sources of VOCs and NOx for the areas with the greatest possible impact to the TCEQ air monitoring stations in the Northwest Bexar County;
- c) Determine the timing of and the areas of greatest VOC and NOx concentrations impacting Northwest Bexar County, and the TCEQ air monitoring stations CAMS 23 and CAMS 58; and
- d) Identify VOC species and types, such as anthropogenic or biogenic, for the VOC and NOx emissions found during Area 1 work.

Specifically, the work plan for Area 1 shall propose the following:

- A variety of proven approaches and technologies to conduct multiple air sampling surveys to collect air samples in the public Right-of-Way in Northwest Bexar County, particularly around the TCEQ air monitoring stations;
- Justification for the selected methods and technologies, and plans for conducting the air sampling surveys; (Methods and technologies shall be in accordance with City, State and Federal laws.) and
- VOC and NOx data analyses of the collected samples and analyses of the sample results.

The work plan for Area 1 shall require the submittal of draft and final report contents that address the General Elements described under Scope, and include, but are not limited to, the following:

- Project and data summaries;
- Speciated chemical analyses;
- Chemical concentration gradient maps with time, dates and locations;
- Possible sources of VOCs and NOx;
- Ranking of sources that would most likely impact the TCEQ air monitoring stations CAMS 23 and CAMS 58;
- Rationale for the methodology of ranking the sources;
- Gas trace analyses;
- Geographical Information Systems (GIS) and meteorological data;
- Sampling results, interpretation of the results, and justification of the interpretation method;
- Categorization of the analytical results into biogenic or anthropogenic, with subcategories of anthropogenic; and
- Quality Assurance/Quality Control (QA/QC) results and validation.

2. Identify fugitive emissions from facilities in Northwest Bexar County

The work plan objectives for Area 2 are to:

- a) Determine which facilities would be viable candidates for reduction of fugitive emissions in Northwest Bexar County; and
- b) Assist the City in working with voluntary facilities to mitigate their fugitive emissions.

Specifically, the work plan for Area 2 shall propose the following:

- Review of the databases for facilities Northwest Bexar County with fugitive emissions;
- Review of process equipment and raw materials for facilities with fugitive emissions in Northwest Bexar County;
- A variety of proven approaches and technologies to identify and locate fugitive emissions at potential voluntary facilities with in Northwest Bexar County; (Proposed technology, such as but not limited to infrared cameras, must provide real-time monitoring results, and be able to be relocated as needed.)
- Justification for the selected methods and technologies;

- Review of any records regarding scheduled maintenance times and days for facilities that produce VOC and NOx emissions;
- A correlational analyses of the maintenance times and days, and exceedances;
- Prioritization of voluntary facilities that may be sampled for fugitive emissions, and justification of priority scheme;
- Procedure to obtaining facilities' permissions to detect fugitive emissions from equipment on their sites;
- Ranking of potential sources of fugitive emissions that would most likely impact the TCEQ air monitoring stations CAMS 23 and CAMS 58;
- Rationale for the ranking methodology proposed; and
- Development of fugitive emission strategies for Northwest Bexar County.

The work plan for Area 2 shall require the submittal of draft and final report contents that address the General Elements described under Scope, and include, but are not limited to, the following:

- A listing of facilities Northwest Bexar County with fugitive emissions;
- Descriptions of process equipment and raw materials for facilities with fugitive emissions in Northwest Bexar County;
- Description of the approach and technology to be used to identify and locate fugitive emissions;
- List of required documentation and procedure for obtaining of site agreements for conducting Area 2 work at the facilities;
- Description of the ranking methodology selected;
- A ranked list of the potential sources of fugitive emissions that would most likely impact the TCEQ air monitoring stations CAMS 58 and CAMS 23; and
- Fugitive emission reduction strategies for voluntary facilities in Northwest Bexar County.

3. Research on unplanned and accidental emissions in Northwest Bexar County

The work plan objectives for Area 3 are to:

- a) Obtain historical data on unplanned and accidental releases from point sources;
- b) Determine their frequencies, possible patterns, aerial extents and locations; and
- c) Analyze their potential impact to TCEQ air monitoring stations CAMS 23 and CAMS 58 in contributing to VOCs and NOx exceedances.

Specifically, the work plan for Area 3 shall propose the following:

- Collection of data related to unplanned and accidental emissions from facilities in Northwest Bexar County; (Data collection methods shall include, but are not limited to, surveys of industry journals, TCEQ databases, public databases, site visits of facilities, telephone calls or interviews with industry and/or process experts, and research of production and/or process information.)
- Analyses of the collected data, interpretation of results and identification of patterns of unplanned and accidental emissions;
- Ranking of facilities with unplanned and accidental emissions;
- Rationale for ranking methodology; and
- Methodology for determining which facilities with unplanned and accidental emissions would have the most impact to TCEQ air monitoring stations CAMS 23 and CAMS 58 in contributing to VOCs and NOx exceedances.

The work plan for Area 3 shall require the submittal of draft and final report contents that address the General Elements described under Scope, and include, but are not limited to, the following:

- Description of the collected data;
- Analyses and interpretation of collected data;
- Patterns of unplanned and accidental emissions in Northwest Bexar County;
- A ranked list of facilities with unplanned and accidental emissions;
- Description of the methodology for determining which facilities with unplanned and accidental emissions that would have the most impact to VOCs and NOx at TCEQ air monitoring stations;
- Results of applying above methodology, such as a ranked list of facilities that would impact VOCs and NOx at TCEQ air monitoring stations; and

- Recommendations for mitigating unplanned and accidental emissions from facilities in Northwest Bexar County.

4. Recommend and Plan Mitigation Strategies and Industry Stakeholder Engagement

The work plan objectives for Area 4 are for Respondent to:

- a) Develop and recommend strategies, compliant with City, State and Federal laws, to reduce the highest areas of VOCs and NOx in Northwest Bexar County; and
- b) Assist the City in mitigation efforts.

Specifically, the work plan for Area 4 shall propose the following:

- Methods for engagement, meetings, communication with, and assessment of engagement level of industry stakeholders in Northwest Bexar County regarding emission reduction strategies;
- Description of methods to obtain high rates of voluntary participation of facilities in Northwest Bexar County in mitigating VOCs and NOx;
- Assist City and industry stakeholders to create recommendations for facilities to reduce their VOCs and NOx emissions, whether permitted, unplanned or accidental;
- Revision of the initial work plan and submittal of a revised work plan for Area 4 within 2 weeks of the last of the draft reports for Areas 1, 2 and 3; and
- Revised schedule for implementing the revised work plan for Area 4, upon City approval.

The work plan for Area 4 shall require the submittal of draft and final report contents that address the General Elements described under Scope, and include, but are not limited to, the following:

- Descriptions of the methods to engage, meet, and communicate with industry stakeholders;
- Assessment results for engagement level of industry stakeholders;
- Descriptions of the engagement plan for each Stakeholder that is assessed; and
- Descriptions of mitigation methods for VOCs and NOx at the facility level and at the quadrant level.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent 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 Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

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, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent 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 RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, 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, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Suspension and Debarment.

By signing and submitting its bid or proposal, Respondent certifies that neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

Respondent shall provide immediate written notice to City if, at any time during this RFP process or, if awarded this contract during the term of the contract, including any renewals hereof, Respondent learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances

006 - TERM OF CONTRACT

The term of a contract awarded pursuant to this **RFP shall be for a one (1) year period**, commencing on date of City Council approval. City shall have the right to renew for an additional one (1) year term upon City Council approval.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Finance Department Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **1:30 p.m., Central Time, on Tuesday, April 2, 2019**. Respondents are encouraged to prepare and submit their questions in writing three (3) to 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 with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to persons with disabilities. The Riverview Towers are wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Rand Garage, next door to Riverview Tower. 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.

WebEx Meeting Number: 996 900 408

WebEx Audio Connection: *** The toll-free number is only valid for calls from within the United States ***
210-207-9329 (External Dial-In). This should be used to hear the audio portion of the conference.

79329 (Internal Dial-In)

855-850-2672 (Toll-free Dial-In)

Access Code*: 996 900 408

*This should be used for viewing the conference shared screen via computer. Viewers must request an invitation to the WebEx meeting by email 24 – 48 hours prior to the meeting.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation 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. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit **one (1) COMPLETE** original hard copy of your proposal, signed in ink, **Seven (7) hard copies WITH ONLY TABS and documents for the General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, Local Preference, and/or Veteran-Owned Small Business Preference Forms SHOULD BE INCLUDED in the copies)** and one (1) copy of the **COMPLETE** proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND, & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

***PRICE SCHEDULE.** Use the Price Schedule that is found in this RFP as Attachment B.

***CONTRACTS DISCLOSURE FORM.** Instructions regarding Contracts Disclosure Form are in RFP Attachment C and restated below:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent 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.

*LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign, and submit LPP Identification Form found in this RFP as Attachment E.

*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment F.

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign and submit HB Form 1295 as RFP Attachment G. You may download a copy of the form at:

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

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in RFP Exhibit 1 if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

*SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment I.

Documents marked with an "" require a signature.*

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

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, Local Preference, AND/OR Veteran-Owned Small Business Preference Forms TO BE INCLUDED in the copies)** and one (1) **COMPLETE** copy of the proposal on compact disk (CD) or USB flash drive

containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**RFP 019-037, AIR SAMPLING, ANALYSES AND MITIGATION**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on Wednesday, April 24, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio - Office of the City Clerk
Attn: **RFP 019-037, RFX # 6100011275 - Air Sampling, Analyses and Mitigation in NW Bexar County**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk
Attn: **RFP 019-037, RFX # 6100011275 - Air Sampling, Analyses and Mitigation in NW Bexar County**
719 S. Santa Rosa Avenue c/o Municipal Records Facility
San Antonio, Texas 78204

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein is Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation, which require a signature, must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, 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, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor

Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly 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 nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for **two hundred forty (240)** days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; 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.

Cost of Proposal. Any cost or expense incurred by the Respondent 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 Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 2:00 p.m., Central Time, on Monday, April 15, 2019. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Connie Beniquez, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
Connie.Beniquez@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The staff contact person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council by adoption of an ordinance.

Evaluation Criteria:

A. Experience, Background and Qualifications (40 points)

B. Proposed Work Plans (40 points)

C. Pricing (5 points)

D. Local Preference (LPP) Ordinance (up to 10 points):

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio city limits, **OR**;

5 evaluation points for a business with an office within the incorporated limit of the City, which has been established for one year or more, from which at least 100 of its employees **OR** at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

E. Veteran Owned Small Business Preference Program (VOSBPP) Ordinance (5 points):

5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

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

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract in substantially the form attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP 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 Respondent and commence negotiations with another Respondent.

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent 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.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: 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.

Respondent 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. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent 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 Respondent'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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.066(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.State.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 719 S. Santa Rosa, San Antonio, TX 78204.

Do not include these forms with your proposal. The Purchasing Division will **not** deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	Wednesday, March 13, 2019
Pre-Submittal Conference	Tuesday, April 2, 2019 at 1:30 p.m., Central Time
Final Questions Accepted	Monday, April 15, 2019 at 2:00 p.m., Central Time
Proposal Due	Wednesday, April 24, 2019 at 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

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

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Air Sampling, Analyses and Mitigation" in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Metropolitan Health District. 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 whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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. Commercial General Liability Insurance to include coverage for the following: 1. a. Premises/Operations 2. b. Products/Completed Operations 3. c. Personal/Advertising Injury 4. d. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$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>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$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) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insured. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor.

This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor'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.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT 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 RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT 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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 3

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 4

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 7

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Respondent 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: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

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.)

DUNS NUMBER: _____

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

☐ 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: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ____ No ____

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ____ No ____ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ____ No ____ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

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

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ____ No ____ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

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

7. **Debarment/Suspension Information:** Has the Respondent 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. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent 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.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

- a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide Three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND AND QUALIFICATIONS

A. COMPANY ORGANIZATION:

Describe the Company's organization including at a minimum: type of business organization, e.g., corporation, partnership, sole proprietorship, etc.; date established; state of incorporation; Texas authorization(s) to conduct business; location of your company headquarters; relevant branch offices.

B. COMPANY ABILITY TO PERFORM:

Give an overview description of the Company's resources you deem necessary to fulfill the requirements of the Scope of Work. Provide a general explanation and/or organizational chart which specify project leadership and reporting responsibilities. Include proposed number of personnel by discipline to be dedicated to perform the services for CoSA. The overall description should include the Company's plan for managing resources, as well as an escalation hierarchy and contingency plan for handling any issues that may arise.

C. COMPANY PAST PERFORMANCE:

Responders shall submit information on the three (3) most recently completed contracts or contracts currently in progress for similar work to that described in the Scope of Work. Three (3) examples should also be provided by each listed subcontractor. These example contracts may include contracts with Federal, State and local governments, as well as commercial businesses. Some additional consideration/weight may be given to examples of projects that are similar to this project in type and scale or level of effort. Provide examples of clients comparable in size to CoSA that have locations across the state. Demonstrate at least two (2) years of experience in the type of work described in the scope. Include the following information for each contract and subcontract:

1. Name of contracting activity.
2. Contract number, if applicable.
3. Contract title.
4. Brief description of contract or subcontract.
5. Total contract amount.
6. Period of performance.
7. Project or program manager and telephone.
8. List of major subcontractors (if applicable).
9. Description of the services and how they were delivered to participants
10. If the Responder has no relevant past performance history, the Responder must affirmatively state that it possesses no relevant directly related or similar past performance.
11. List all work performed for CoSA as prime Contractor or subcontractor during the last twenty-four (24) months including contracts, purchase orders, and sole source and emergency procurements. For each specific project, list the CoSA contact associated with the project and the CoSA division and section in which the contact is or was employed. Please be aware that CoSA will review and take into consideration when evaluating past performance any information gained about a Responder from the Texas Comptroller of Public Accounts (CPA) Vendor Performance Tracking System.

D. KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

Description of company's key personnel deemed necessary to fulfill the requirements of the Scope of Work. Provide a general explanation and/or chart which specify project leadership and reporting responsibilities, and indicate which team members will interface with CoSA management. Describe any experience by key personnel that was: 1) similar to the nature of the scope for this RFP, and/or 2) related to air quality work in Bexar County or other counties.

List all personnel who are available and key to providing the services described in the Scope of Work. For the personnel listed, Responder shall describe specific, relevant experience(s) such as a description and date/duration of the contract(s) and individual's role and/or activities performed. The Responder shall also provide detailed resumes for all key personnel designated to take responsibility for segments of the Work. The Responder shall include similar information for any subcontractors to be engaged as key personnel for any Work under this Contract.

E. RESPONDER COMPANY'S CLIENT REFERENCES – SELECTION CRITERIA:

Provide at least three (3) client references including names, contact addresses and phone numbers for clients for whom the Responder has performed similar services as described in the Scope of Work. If the clients listed in Company Past Performance above are for similar work, the Responder may list the same client references in both the Company Past Performance Section and the Responder Company's Client References Section. Do not include references that refuse to release information on previous contract work to CoSA or others upon request.

RFP ATTACHMENT A, PART THREE

PROPOSED WORK PLANS

Describe generally your technical approach for performing the services described in the Scope of Work. These descriptions are not expected to exhaustively illustrate all of the Responder's capabilities but instead should provide examples of areas where Responder's abilities can be of service to CoSA.

Please provide the following:

- a. A detailed description of the general technical approach for completing tasks in Scope Areas 1, 2, 3 and 4;
- b. A communication and escalation plan, organizational chart and resource matrix;
- c. A milestone schedule for completing work for all scope areas;
- d. Quality Assurance / Quality Control procedures for performing the Work for all scope areas.

The Technical Approach must demonstrate that the Responder is able to competently perform all services indicated in accordance with the schedule and within the budget the Responder provides.

Provide work plans for providing services as described for each of the four Scope Areas. Each work plan should address the Scope Area as described in the RFP. The evaluation criteria for the work plans are described below:

- a. Adequacy and innovativeness of the approach based upon the description of how the Work would be completed.
- b. Demonstrated understanding of the CoSA's requirements as described in the Scope. Demonstrated understanding is reflected by such factors as: choice of project example documentation; attention to detail in the proposal; and the quality of the technical Work Plan. The technical work plan should demonstrate the Responder's comprehensive understanding of the required effort and any other factors necessary for successful completion of the work plan tasks.
- c. Demonstrated understanding of the Contract objectives and the Responder's description of the specific details of the methods to be used to accomplish the Contract objectives.
- d. Diagrams showing the tasks and milestones related to draft and final reports. Documentation which demonstrates your timely completion of the tasks and milestones.
- e. Demonstration of the appropriate and timely use of professional staff.
- f. The budget distribution for the contract.
- g. Distribution of labor hours among labor classifications. Work plans should strive to achieve a fair balance between price and appropriate use of higher-level employees. Using too few high-level staff hours will result in a lower price, but may reduce the quality of the work product, and vice versa. When showing staff assignments, the Work Plan should use the labor classifications provided in the Scope of Work.
- h. Demonstration of appropriate use of quality assurance/quality control procedures. The Work plan should include a Quality Assurance Project Plan (QAPP) describing the measures to be taken to assure that the work product is of high quality and as error-free as possible.
- i. Demonstration of schedule control procedures.
- j. Describe approach to working with CoSA staff.

RFP ATTACHMENT B

PRICE SCHEDULE


Propose your fully-loaded, firm, hourly rates in the price sheet below. Prices shall include all costs of performance, including materials, equipment, labor, communication, and planning to successfully complete all services. All prices shall be considered as fully-loaded rates, that is, the rates include an accounting of all expenses. No other prices may be charged to CoSA or paid by CoSA. The price score will be calculated per the formula below:

$$\text{Price Score} = (\text{Lowest Bid} / \text{Vendor's bid}) * 5 = \text{XX (5 Points Maximum)}$$

Respondent must enter a rate for each labor category listed as applicable. These rates will be used for the entire term of the Contract, including all renewals periods, without escalation.

No additional amount will be paid for any costs or charges incurred by the Contractor, which is not listed on the price form.

The quantities shown below will be used for evaluation of pricing.

Labor Classifications	Responder's Job Titles	Estimated Labor Hours for contract	Fully Loaded Price (Hourly Rate)	Extended Price (Estimated Labor Hours x Fully Loaded Price)
Project Manager, Principal, or Senior Manager				
Group Manager or Senior Scientist or Senior Engineer				
Analyst – Scientific, Technical				
Technician				
Administrative Assistant				
			TOTAL FOR CONTRACT 	

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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.

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 ____

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 ____

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.

RFP ATTACHMENT E

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

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

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If awarded a contract in response to this RFP, Respondent 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.

If Respondent is a corporation, Respondent 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.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent 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.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

RFP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document Is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background, and Qualifications RFP Attachment A, Part Two	
Proposed Work Plans RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+Local Preference Program Form RFP Attachment E	
+Veteran-Owned Small Business Preference Program Form RFP Attachment F	
+Certificate of Interested Parties (Form 1295) RFP Attachment G	
Proof of Insurability (See RFP Exhibit1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFP Attachment H	
Proposal Checklist RFP Attachment I	
One COMPLETE (1) Original, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED) and one (1) CD or USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	
*Signed Addendums, if applicable	

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



Exhibit II

ADDENDUM I

SUBJECT: Request for Proposals – Air Sampling, Analyses and Mitigation, (RFP 19-037, 6100011275), Scheduled to Close: Wednesday, April 24, 2019; Date of Issue: Wednesday, March 13, 2019

FROM: Paul J. Calapa
Procurement Administrator

DATE: April 1, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE-REFERENCED REQUEST FOR PROPOSALS.

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED WITH THE FOLLOWING QUESTIONS AND ANSWERS, IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 1: I saw the city issued a new RFP for air quality monitoring in NW Bexar Co. Does this mean that the city is not moving forward on the previously issued RFP for VOC monitoring in NW Bexar Co.?

Answer: Previously, the City posted a Request for Information (RFI) of VOC sources in NW Bexar County. This RFP clarifies and advances the scope previously described in the RFI. The title was changed to more accurately describe the work.

Question 2: Will COSA MHD accept vendors from outside of San Antonio/the State of Texas?

Answer: Vendors who are out of state are welcome to submit a proposal for this project.

Question 3: Can you please provide the bid documents?

Answer: Registered vendors may download the solicitation from the City vendor portal at <https://www.sanantonio.gov/purchasing/existingvendors>

Or, you may request a copy by emailing: Connie.Beniquez@sanantonio.gov

Question 4: For the purposes of the RFP, what is the geographical area defined as NW Bexar County?

Answer: The RFP was not specific on a defined geographical area, but CoSA is interested generally in the areas around the air regulatory monitoring stations CAM 23 and 58 as identified by TCEQ. The RFP was written so that the sources would not be limited by a specific area.

Question 5: Similar to the question above, what is defined as a quadrant for a CAMS?

Answer: The air regulatory monitoring stations CAMS 23 and 58 are in the same geographical area, and the quadrant that the Respondent defines should include the CAMs, and possible sources.

Question 6: There are 4 areas outlined in the RFP. Is an individual respondent required/encouraged to respond to all 4 areas or is it ok to respond to only some of the areas?

Answer: The City's preference is to review responses that address all four Areas of Work in the RFP; however, all responses will be reviewed / considered.

Question 7: For identification of emitters, how is the identification of emitters envisioned? For example, would it be GIS-based?

Answer: CoSA would like to locate which emission sources may be affecting the monitors. This will require some sampling and exploring of NW Bexar County. It is the Respondent's choice of how to best display the identified emitters geographically in the reports.

Question 8: Would drone(s) or other aerial inspection platforms be allowed as part of the approach for this RFP?

Answer: On page 4 of the RFP, under Area of Work 1, the RFP states that the sampling should be conducted in public Right-of-Way. Once identification of an emitter is made, then the Respondent may propose to conduct drone flyovers, but only if company permission is given to the Respondent and coordinated with the City of San Antonio.

Question 9: Are the datasets and/or analyses conducted by Dr. Jeffries available to respondents?

Answer: The datasets are publicly available, and can be found at:

https://www.sanantonio.gov/portals/0/files/health/healthyenvironment/FinalTecchReport_final_v2.pdf

Question 10: What type of contract type is expected for this (e.g. T&M, FFP, CPFF, etc.)?

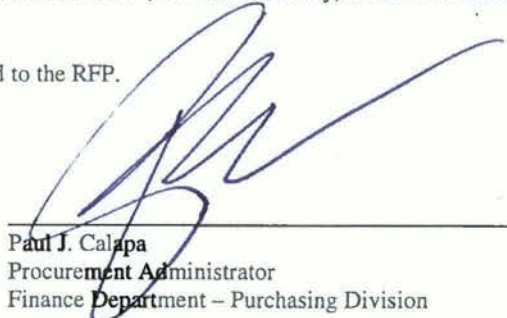
Answer: The contract is expected to be Firm Fixed Price.

Question 11: Will the city be notifying companies in NW Bexar County that such work is being performed?

Answer: The public is notified through the City website and through the vendor portal that the City is conducting a Request for Proposal. If an award is made, that award would be presented to City Council and posted on an A-Session Agenda.

Question 12: Would respondents that might fall within the area of interest of the RFP (NW Bexar County) be allowed to respond, or would that be perceived as a possible Conflict of Interest?

Answer: Respondents within NW Bexar County are allowed to respond to the RFP.



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division



ADDENDUM II

SUBJECT: Request for Proposals – Air Sampling, Analyses and Mitigation, (RFP 19-037, 6100011275), Scheduled to Close: Wednesday, April 24, 2019; Date of Issue: Wednesday, March 13, 2019

FROM: Paul J. Calapa
Procurement Administrator

DATE: April 8, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE-REFERENCED REQUEST FOR PROPOSALS.

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

1. **ADD: Exhibit I – Pre-Submittal Conference Sign In Sheet.** Exhibit is posted as separate document.

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED WITH THE FOLLOWING QUESTIONS AND ANSWERS, IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 1: Is the City solely focused on NOx and VOC sampling around the monitors in NW Bexar County?

Answer: The City is looking for ozone precursors in NW Bexar County.

Question 2: What is the approximate radius around each regulatory monitor that the project is concerned with?

Answer: Please refer to Question 4 of Addendum I for the answer.

Question 3: Can the sampling be done at stationary locations or does there need to be variability in the geographic distribution of sampling?

Answer: It is expected that the sampling will be done from the public right-of-way.

Question 4: Can you please forward me a copy of the attendee list from today's Pre-Proposal Conference, as soon as possible?

Answer: See Exhibit I Pre-Submittal Conference Sign In Sheet.

Question 5: Can you also forward me a copy of the list of those who responded to the initial RFI?

Answer: The Respondents for the previous RFI 2019-010, #6100010857 - Identification of VOC Sources in Northwest (NW) Bexar County included the following:

Trinity Consultants, Entanglement Technologies, Southwest Research Institute, Aerodyne, and University of Houston, Department of Earth & Atmospheric Sciences.









Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

EXHIBIT I – PRE-SUBMITTAL CONFERENCE SIGN IN SHEET

TUESDAY APRIL 2, 2019 AT 1:30 PM CST

CITY OF SAN ANTONIO - FINANCE DEPARTMENT
METRO HEALTH DEPARTMENT – AIR SAMPLING, ANALYSES & MITIGATION
PRESUBMITTAL MEETING - RFP #6100011275
TUESDAY APRIL 2, 2019 1:30 p.m. CST



*Sign & then fill out the fields below legibly in print OR staple your business card onto the paper for that line.

NAME	COMPANY	EMAIL	PHONE
David Hartsfield	Wood Environment & Infrastructure Solutions, Inc	 David L. Hartsfield PG Associate Geologist Environment & Infrastructure Solutions, Inc. T: +1 210 491 6026 M: +1 210 241 9852 E: david.hartsfield@woodplc.com	 16414 San Pedro Ste 425 San Antonio, TX 78232 www.woodplc.com
Fred D'Ambrosio III	WOOD E&I SOLUTIONS, INC	 Fred D'Ambrosio Title II Inspector / Interior Design / Env. Tech. Environment & Infrastructure Solutions, Inc. T: +1 210 491 6020 M: +1 210 274 5480 E: fred.dambrosio@woodplc.com	 16414 San Pedro Ste 425 San Antonio, TX 78232 www.woodplc.com
Brad White	Weston Solutions Inc.	 BRAD WHITE PROJECT LEADER 713-360-3953 cell: 346-617-4391 fax: 713-985-6703 brad.white@westonsolutions.com www.westonsolutions.com	Weston Solutions, Inc. 12660 Moon Road Willis, TX 77318
Ashby McMullan	Weston	 ASHBY MCMULLAN, P.E. SENIOR CLIENT SERVICE MANAGER LICENSED: TEXAS cell: 210-488-7358 a.mcmullan@westonsolutions.com www.westonsolutions.com	Weston Solutions, Inc. Suite 200 70 N.E. Loop 410 San Antonio, TX 78216-5842

*You are not required to provide your address, phone number or email address. However, doing so makes it easier to contact you regarding the solicitation if you have not yet registered in SAePS. All information provided by you on this form may be posted on the city's website, or otherwise disseminated publicly. By including this information, you hereby affirmatively consent to the release of the information you provide.

CITY OF SAN ANTONIO - FINANCE DEPARTMENT
METRO HEALTH DEPARTMENT - AIR SAMPLING, ANALYSES & MITIGATION
PRESUBMITTAL MEETING - RFP #6100011275
TUESDAY APRIL 2, 2019 1:30 p.m. CST

*Sign & then fill out the fields below legibly in print OR staple your business card onto the paper for that line.

NAME	COMPANY	EMAIL	PHONE
Maria Arayo	Southwest Research Institute	maria.arayo@swri.org	210 522.3730
Shane Siebenaler	SwRI	<p>SOUTHWEST RESEARCH INSTITUTE® 6220 Culebra Road San Antonio, Texas 78238-5166 swri.org</p> <p>(210) 522-5758 shane.siebenaler@swri.org</p>  <p>SHANE SIEBENALER Director Fluids Engineering</p>	
E. ROBERT FANICK	SwRI	<p>SOUTHWEST RESEARCH INSTITUTE® 6220 Culebra Road San Antonio, Texas 78238-5166 swri.org</p> <p>T: (210) 522-2653 F: (210) 522-3950 M: (210) 467-8964 robert.fanick@swri.org</p>  <p>E. ROBERT FANICK Manager Emissions Chemistry Diesel Engine and Emissions R&D Department Powertrain Engineering Division</p>	
Genaro DeLeon	COSA		

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CITY OF SAN ANTONIO - FINANCE DEPARTMENT
METRO HEALTH DEPARTMENT - AIR SAMPLING, ANALYSES & MITIGATION
PRESUBMITTAL MEETING - RFP #6100011275
TUESDAY APRIL 2, 2019 1:30 p.m. CST

*Sign & then fill out the fields below legibly in print OR staple your business card onto the paper for that line.

NAME	COMPANY	EMAIL	PHONE
Kyle Cunningham	COSA	Kyle.Cunningham@sanantonio.gov	
Connie Beniquez	COSA	Connie.Beniquez@sanantonio.gov	
Wendell Hardin	COSA	Wendell.Hardin@sanantonio.gov	
Mario Martinez	COSA	mario.martinez@sanantonio.gov	207.8757

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CITY OF SAN ANTONIO - FINANCE DEPARTMENT
METRO HEALTH DEPARTMENT – AIR SAMPLING, ANALYSES & MITIGATION
PRESUBMITTAL MEETING - RFP #6100011275
TUESDAY APRIL 2, 2019 1:30 p.m. CST

*Sign & then fill out the fields below legibly in print OR staple your business card onto the paper for that line.

NAME	COMPANY	EMAIL	PHONE
Jorge Garcia	CoSA	Jorge.Garcia@sanantonio.gov	
Steven J. LaZar	ESAT Consulting	stevelazar@esatconsulting.com	

*You are not required to provide your address, phone number or email address. However, doing so makes it easier to contact you regarding the solicitation if you have not yet registered in SAePS. All information provided by you on this form may be posted on the city's website, or otherwise disseminated publicly. By including this information, you hereby affirmatively consent to the release of the information you provide.



ADDENDUM III

SUBJECT: Request for Proposals – Air Sampling, Analyses and Mitigation, (RFP 19-037, 6100011275), Scheduled to Close: Wednesday, April 24, 2019; Date of Issue: Wednesday, March 13, 2019

FROM: Paul J. Calapa
Procurement Administrator

DATE: April 17, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE-REFERENCED REQUEST FOR PROPOSALS.

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED WITH THE FOLLOWING QUESTIONS AND ANSWERS, IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 1. As long as the Respondent addresses all four research Areas and separates out Area 4, can the other three be combined or reordered in the proposal provided that all of the requirements are addressed?

Answer: No.

Question 2a. There was a previous question and answer regarding what would constitute NW Bexar County. Dr. Jeffries' report discusses possible transport distances of 60 km. Thus, should the entire county be included in the surveying?

Answer: No.

Question 2b. Alternatively, can a radius around each of the two monitoring stations be established?

Answer: Selected contractor will help establish this.

Question 3. On page 4 of the RFP, one of the requirements for the Area 2 work is to, "review of the databases for facilities Northwest Bexar County with fugitive emissions..." Can you please clarify what this database is?

Answer: The databases for TCEQ permitted facilities and Metro Health registered facilities.

Question 4. Is information on the methodology used in Houston available to Respondents?

Answer: Upon award, contacts can be made available.

Question 5. What voluntary measures were put in place in Houston?

Answer: Once facilities found problems or problems were pointed out, the facilities fixed the problems.



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

RFP ATTACHMENT B

PRICE SCHEDULE

Propose your fully-loaded, firm, hourly rates in the price sheet below. Prices shall include all costs of performance, including materials, equipment, labor, communication, and planning to successfully complete all services. All prices shall be considered as fully-loaded rates, that is, the rates include an accounting of all expenses. No other prices may be charged to CoSA or paid by CoSA. The price score will be calculated per the formula below:

$$\text{Price Score} = (\text{Lowest Bid/ Vendor's bid}) * 5 = \text{XX (5 Points Maximum)}$$

Respondent must enter a rate for each labor category listed as applicable. These rates will be used for the entire term of the Contract, including all renewals periods, without escalation.

No additional amount will be paid for any costs or charges incurred by the Contractor, which is not listed on the price form.

The quantities shown below will be used for evaluation of pricing.

Labor Classifications	Responder's Job Titles	Estimated Labor Hours for contract	Fully Loaded Price (Hourly Rate)	Extended Price (Estimated Labor Hours x Fully Loaded Price)
Project Manager, Principal, or Senior Manager	PL4 – PL3	54.72	\$456.89	\$24,998.91
Group Manager or Senior Scientist or Senior Engineer	PL3 – PL2	329.42	\$311.01	\$102,451.51
Analyst – Scientific, Technical	PL1	602.55	\$183.36	\$110,480.58
Technician	Technician	121.84	\$69.68	\$8,489.92
Administrative Assistant	Clerical	36.55	\$97.27	\$3,555.28
			TOTAL FOR CONTRACT ➡	\$249,976.20

THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.

ORDINANCE

APPROVING AN AGREEMENT WITH SOUTHWEST RESEARCH INSTITUTE TO CONDUCT AIR SAMPLING, ANALYSIS AND PROVIDE OZONE MITIGATION RECOMMENDATIONS IN AN AMOUNT UP TO \$250,000.00 FOR A ONE YEAR TERM WITH THE OPTION TO RENEW FOR ONE ADDITIONAL YEAR.

* * * * *

WHEREAS, on October 1, 2015, the EPA released a more stringent "health-based" air pollution standard of 70 parts per billion (ppb) for ground-level ozone; and

WHEREAS, the EPA officially announced that Bexar County was in marginal nonattainment of federal ground-level ozone standards on September 24, 2018; and

WHEREAS, this was based on ozone exceedance readings at two regulatory air monitors in Northwest Bexar County; and

WHEREAS, marginal nonattainment communities are those closest to meeting the ozone standard and have fewer mandatory planning and control requirements at the local level; and

WHEREAS, if Bexar County does not reach the attainment standard by the end of 2020, the area will be moved to the moderate designation, resulting in federal regulatory requirements; and

WHEREAS, in response to the EPA designation, the City of San Antonio created an Ozone Attainment Master Plan; and

WHEREAS, in addition, the City issued a Request for Information (RFI) on October 17, 2018 to assist the City in creating an appropriate acquisition strategy to identify Volatile Organic Compounds (VOCs) and Oxides of Nitrogen (NOx) point sources and to mitigate those sources; and

WHEREAS, the RFI responses were reviewed and used to assist in creating a Request for Proposal (RFP) for a contract to conduct air sampling, analysis and ozone mitigation services; and

WHEREAS, the City issued a Request for Proposal (RFP) for Air Sampling, Analysis and Mitigation in NW Bexar County (RFP 019-037; RFX# 6100011275) to secure these services on March 13, 2019 and posted on the City's Bidding and Contracting Opportunities webpage; and

WHEREAS, the City received three (3) responses for evaluation on April 24, 2019; and

WHEREAS, Southwest Research Institute received the highest ranking and was recommended for award by the evaluation committee; and

WHEREAS, this Ordinance authorizes an Agreement with the Southwest Research Institute to conduct air sampling, analysis, and recommend ozone mitigation strategies in the amount of \$250,000.00 for the initial twelve month term of the contract, with the option for the City to renew for an additional year, under the same terms and conditions; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is authorized to negotiate and execute an agreement with Southwest Research Institute to conduct air sampling, analysis and provide ozone mitigation recommendations in response to RFP 019-037, in an amount not to exceed \$250,000.00 for a one year term, with the option to renew the agreement, without further Council action, for an additional year under the same terms and conditions. The agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days after the effective date.

SECTION 2. Funding in the amount of \$250,000.00 for this ordinance is available as part of the Fiscal Year 2019 budget approved by City Council. Per the table below:

Amount	General Ledger	Cost Center	Fund No.
\$105,000.00	5201040	3615010001	11001000
\$145,000.00	5201040	3615010001	11001000
\$250,000.00			

SECTION 3 Payment not to exceed the budgeted amount is authorized Southwest Research Institute to conduct air sampling, analysis, and ozone mitigation related services.

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

MH
06/13/19
Item No. 00

SECTION 5 This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this ____ day of _____.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney