



REQUEST FOR PROPOSALS

Candidate Search Services – Information Systems

Solicitation No.: R-17-019-JG

Addendum 1 | November 8, 2017

CLARIFICATION

1. For applicable contracts entered into after September 1, 2017, a new law was enacted by H.B. No. 89 that states a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not and will not boycott Israel during the term of the contract. Therefore, the Respondent Questionnaire and Letter Agreement have been modified to include this verification.

END OF CLARIFICATION

QUESTIONS AND ANSWERS

1. **Question:** What is the salary for this position?

Answer: See Answer to Question 1 in Questions and Answers 1 posted November 3, 2017.

2. **Question:** Page 13 Price proposal A. Can we base the fee schedule off of the budget for this RFP which is stated estimated at \$15,000? Or should we base it off of the salary of the position?

Answer: The fee schedule should be based off the total estimated budget for these services, outlined in item E. ADDITIONAL REQUIREMENTS, under Section I. PROJECT INFORMATION.

3. **Question:** Page 13 Price Proposal B. Should we include expenses / cost for resources used to carry out services and search for this RFP?

Answer: Expenses and costs for resources for the Respondent, not including reimbursable expenses, should be captured under item a. of the Price Proposal. If there are reimbursable expenses, these should be separately reflected in item b. of the Price Proposal.

4. **Question:** What is considered reimbursable expenses for this RFP, Page 13 B says to list reimbursable expenses and Exhibit A page 24 says there are no reimbursable expenses?

Answer: Whether reimbursable expenses are to be included will be discussed after a Consultant has been selected. See the Consultant and Contractor Reimbursable Expense Policy, attached to this Addendum, for details on what could be considered a reimbursable expense.

5. **Question:** Do we have to submit all required insurance for the RFP with our submission now or after it is awarded with time to produce required insurance

*Answer: Respondents do not need to submit all required insurance for the RFP but will need to show proof of current insurance and the ability to be insured at the level specified in the RFP. See item D. Proof of Insurability”: Exhibit “A”, under Section IV. **SUBMITTING A RESPONSE - ***Electronic Submittals Accepted Only*****, for more details on the Proof of Insurability requirements.*

6. **Question:** Is this RFP only for 30 days? what is the estimated timeframe for offer/selection of candidate?

Answer: The deadline for submission is November 10, 2017 at 10:00 a.m. CDT.

A Consultant is to be selected as soon as possible. After a Consultant has been selected, the Selected Consultant, in consultation with SAWS management, will discuss the details and expectations of the selected candidate; at this point in time the estimated timeframe for offer/selection of candidate may be discussed. See Exhibit B SCOPE OF SERVICES of the Letter Agreement for additional details.

7. **Question:** Is this RFP for only 1 Position?

Answer: As outlined in item A. OBJECTIVE, under Section I. PROJECT INFORMATION, this RFP is for 1 position.

8. **Question:** Will this RFP be awarded to multiple vendors or 1 vendor?

Answer: See Answer to Question 9 in Questions and Answers 1 posted November 3, 2017.

9. **Question:** Is Exhibit C the actual Letter Agreement we sign and submit with this RFP submission?

*Answer: No. See item C. Response Format, under Section IV. **SUBMITTING A RESPONSE - ***Electronic Submittals Accepted Only*****, for items that are to be submitted with the proposal.*

END OF QUESTIONS AND ANSWERS

CHANGES TO THE RFP

1. Respondent Questionnaire – Remove the Respondent Questionnaire in its entirety and replace with the attached. This revised version should be used by Respondents when submitting a proposal for this project. The following items were updated:
 - a. Requested contact information
 - b. No boycott Israel verification

2. Letter Agreement – Remove Exhibit “C” Letter Agreement in its entirety and replace with the attached. This revised version should be used by Respondents when submitting a proposal for this project. The following item was updated:
 - a. Exhibit D of the Letter Agreement, No Boycotting Israel Verification, was added

3. Add Attachment "I", Contractor Reimbursable Expense Policy, included in this Addendum.

This Addendum including these three (3) pages, is thirty-four (34) pages with attachments in its entirety.

Attachments: Respondent Questionnaire – Three (3) Pages
Exhibit “C” Letter Agreement – Seventeen (17) Pages
Consultant and Contractor Reimbursable Expense Policy – Eleven (11) Pages



RESPONDENT QUESTIONNAIRE

PROJECT NAME: Candidate Search Services – Information Systems

Instructions: The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

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: _____

Social Security Number or Federal Employer Identification Number: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. **Legal Contact Information:** If a contract were to be awarded, list where all notices under the Contract shall be sent to. This is in addition to the Operational Contact.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

4. Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

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

Yes No

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

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

7. **Small, Minority, and Women-Owned Business (SMWVB) Status – Is your Firm a certified SMWVB firm?**

Yes No If "Yes," please provide a copy of your certificate.

Type of Certification *: SBE MBE WBE VBE

* Only Small Business Enterprise (SBE) firms certified by the South Central Texas Regional Certification Agency (SCTRCA) or the Texas Comptroller's Office (HUB) that are located in the San Antonio Metropolitan Statistical Area, i.e., "local", will be eligible for SMWVB points. See Section IV. C. v. for a list of counties located in the San Antonio Metropolitan Statistical Area. Minority (MBE), Woman (WBE), and Veteran-owned Business Enterprise (VBE) firms must be dually certified as Small Business Enterprises to be eligible for SMWVB points.

Certification Agency: _____

8. **Compliance Agreement:**

Nondisclosure. No information obtained by Respondent from SAWS shall be disclosed by Respondent to any third party. In the event Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Respondent, Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this RFP, Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes No

9. **Security Procedures:** Respondent acknowledges having read the security procedures in Exhibit "B" and understands the requirements. Respondent is prepared to perform at their own expense background security checks on their employees, or the employees of their consultants or sub-consultants if requested by SAWS.

Yes No

10. **No Boycotting Israel Verification:** Respondent acknowledges having read the No Boycotting Israel Verification Exhibit "D" and understands the requirements. Respondent can and will make this verification if awarded a contract.

Yes No

11. **Contract Terms and Conditions:** Respondent acknowledges having read the Letter of Agreement attached to this RFP. By responding to this RFP, Respondent agrees to these terms and conditions.

No Exceptions Exceptions If "Exceptions", they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying this questionnaire.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

12. **Addendums:** Each Respondent is required to acknowledge receipt of all addendums.

None Yes If "Yes", Identify.

The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

Signature

Date

Printed Name

Title

Exhibit “C”

**SAN ANTONIO WATER SYSTEM
LETTER AGREEMENT**

Contract No. R-17-019-JG

November XX, 2017

Consultant Name
Firm Name
Address 1
Address 2

Reference: Candidate Search Services – Information Systems

Dear Name:

By this letter (the “Letter Agreement” or “Agreement”) the City of San Antonio, a Texas Municipal Corporation acting by and through its San Antonio Water System (“SAWS”), and for good and valuable consideration the sufficiency of which the parties acknowledge by their execution of this Letter Agreement below, SAWS hereby agrees to engage [Consultant Firm] (“Consultant”) to provide Candidate Search Services – Information Systems (the “Consulting Services”) and Consultant hereby agrees to provide such Consulting Services on the terms and conditions set forth herein. The nature and scope of the Consulting Services to be provided by Consultant are set forth in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Scope of Work”). Consultant shall provide consulting and advisory services to SAWS in accordance with the highest professional standards, and in accordance with the specifications set forth in the Scope of Work.

Consultant hereby agrees to perform the Consulting Services commencing on the XXth day of November, 2017 (the “Effective Date” of the Letter Agreement), and unless terminated earlier in accordance with the terms and conditions of the Agreement, automatically expiring upon the completion of the services or on the XXth of November, 2018, whichever occurs first.

As compensation for all fees, costs, expenses and services defined by this Letter Agreement shall be a not to exceed amount of **\$ XX,XXX.00 – dollars and no cents** (“Consulting Fee”) and it is agreed that this amount, when earned, will constitute full compensation to the Consultant. Periodic payments for services performed, based on the rate schedule set forth in **Exhibit A** shall be made within thirty (30) days following receipt of an invoice for the services rendered and accepted in accordance with the Scope of Work.

It is the express intention of the parties to this Letter Agreement that Consultant is an independent contractor and is not an employee, agent, joint venture or partner of SAWS. Nothing in this Letter Agreement shall be interpreted or construed as creating or establishing an employment relationship between SAWS and Consultant.

Consultant agrees, while working on SAWS' premises, to follow SAWS' rules and policies relating to security of, access to or use of all or part of SAWS' premises or any of SAWS' properties.

In performing this Letter Agreement, the Consultant agrees to comply with all applicable laws and regulations, and to secure, pay for and comply with all permits, governmental fees, licenses, inspections, bonds, security or deposits necessary for proper execution and completion of the services. Consultant agrees to not make or permit to be made any improper payments, or to perform any unlawful acts.

SAWS has a proprietary interest in this Letter Agreement and in the services and work provided to or by Consultant. Accordingly, this Letter Agreement, the services, work and any information obtained by Consultant through SAWS in connection with the performance of these services shall not be disclosed by Consultant to any third party. In the event Consultant is subject to the Texas Public Information Act or subpoena, upon receipt of a request for any information obtained by Consultant in the performance of this Agreement, Consultant shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Consultant. In no event shall Consultant or any of its sub-consultants provide or participate in any public presentations or prepare or present any papers for public dissemination concerning the Consulting Service, or with information obtained in connection with the Consulting Service, without receiving the prior written approval from SAWS, which approval may be withheld in the sole and absolute discretion of SAWS.

Consultant acknowledges and agrees that SAWS shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this Agreement and shall be used as SAWS desires and shall be delivered to SAWS at no additional cost to SAWS upon request or completion or termination of this Agreement. Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Agreement to SAWS, including all moral rights. No reports, maps, documents, code or other copyrightable works produced in whole or in part by this Agreement shall be subject of any application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Contract shall become the property of SAWS (excluding any instrument of services, unless otherwise specified herein).

Consultant shall maintain and keep in force for the duration of this Letter Agreement such insurance as set forth on **Exhibit B** of this Letter Agreement, which is attached hereto and incorporated herein in connection with the performance of the Consulting Services.

Consultant hereby agrees to indemnify, defend and hold SAWS, its employees, directors, trustees, agents, representatives, successors and assigns harmless from any and all claims, damages, liability, injuries, loss and expenses, including attorney fees that SAWS may incur due to or in connection with the performance of the Consulting Services by Consultant or arising out of, or resulting from or related to the negligent acts, gross negligence, willful misconduct, errors or omissions, of Consultant, any agent, officer, director, manager, representative, employee, sub-consultant or Consultant, and their respective officers, agents, employees, directors and representatives, while in the exercise of performance of the rights and duties under this Agreement.

Consultant shall promptly advise the SAWS in writing of any claim or demand against the Consultant which relates to or arises out of the Consultant's activities under this Letter Agreement at Consultant's cost. All indemnification obligations set forth herein shall survive the termination of the Agreement regardless of the reason for such termination.

In addition to the above Indemnification, Consultant shall, at its own expense, defend all suits or proceedings instituted against SAWS, its officers, agents and employees, based on any claim that the Consultant's work, or any part thereof, or the process performed thereby constitutes the infringement of either any patent or copyright or any trademark or trade secret protected by either federal or state law. Consultant shall pay any awards of damages or loss resulting from any such claim, suit or proceeding and shall indemnify and hold SAWS harmless against any and all losses, expenses, costs, fees (including reasonable attorneys' fees), and damages resulting from any such claim, suit or proceeding, including compliance with resulting decrees and compromises. If, in any such suit, a restraining order or temporary injunction is granted, Consultant shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Consultant's work or any part thereof or the process performed thereby is held to constitute an infringement and its use is permanently enjoined, Consultant shall immediately make every reasonable effort to secure for SAWS a license at Consultant's expense authorizing the continued use of the alleged infringing portion of the Consultant's work. If the Consultant is unable to secure the license within a reasonable time, Consultant shall at its own expense and without impairing the performance requirements, either provide non-infringing replacements or modify the Consultant's work to eliminate the infringements. This provision shall survive the termination of this Letter Agreement.

This Letter Agreement may be terminated at any time by SAWS for its convenience by giving thirty (30) days written notice to Consultant. This Letter Agreement may be terminated by either Party upon written notice, as provided herein, should the other Party fail substantially to perform in accordance with this Letter Agreement through no fault of the other Party. Failure to perform includes failure of SAWS to promptly pay Consultant in accordance with the terms herein. The party not in default of the Letter Agreement shall send the defaulting party written notice of the alleged default. The party in default shall have a period of fifteen (15) business days from the date notice is received to cure the default. If the default is not cured within the fifteen (15) business day period, then the other party may thereafter terminate the Letter Agreement by sending the defaulting party notice of termination, which termination is effective upon sending of the notice.

This Letter Agreement, together with **Exhibit A, B, C, D and Attachment I** contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No amendment, change, waiver or discharge of this Agreement shall be valid unless in writing and signed by both parties. Consultant may not assign or delegate any or all of its rights or obligations hereunder. This Letter Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Letter Agreement shall be governed by and construed in accordance with Texas law. Venue for any action or proceedings arising under or pertaining to this Letter Agreement shall be exclusively in Bexar County, Texas.

A waiver by either party of a breach of any term, condition, covenant, obligation or benefit of this Letter Agreement shall not be construed or held to be a waiver of any succeeding, proceeding or other term, condition, covenant, obligation or benefit of this Letter Agreement. The failure of either party to insist in any one or more cases upon the strict performance of any term, condition, covenant, obligation or benefit of this Letter Agreement or to execute any option or right herein contained, shall in no event be construed as a waiver or relinquishment for the future of such term, condition, covenant, obligation or benefit. Any waiver of performance must be in writing and signed by the parties. No course of conduct or action shall constitute a modification of this Letter Agreement.

Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. Consultant represents and certifies that this Letter Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City or SAWS.

No officer or employee of SAWS shall have a financial interest, directly or indirectly, in any contract with SAWS, or shall be financially interested, directly or indirectly, in the sale to SAWS of any land, materials, supplies or service, except on behalf of SAWS as an officer or employee. This prohibition extends to the CPS Energy, the City of San Antonio, and other City boards and commissions other than those which are purely advisory.

Gift Policy – SAWS employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of SAWS’s Code of Ethical Standards. Section M of SAWS’s Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

All parties have participated in the negotiation of the terms and conditions contained in this Letter Agreement and any rule of interpretation or construction to the effect that an ambiguous term is construed against the drafter shall not apply to the interpretation of this Letter Agreement. By your execution of this Letter Agreement, you represent and warrant that you have full authority to execute this Letter Agreement on behalf of the Consultant and agree to the terms and conditions set out above. Your prompt attention to this matter is greatly appreciated. If you have any questions, please feel free to contact me at (210) 233-3871.

Best Regards,

Philip C. Campos, Jr. CPA
SAWS Director of Contracting

Agreed to by Consultant,

Consultant Name

Title

Consulting Firm

EXHIBIT A
COMPENSATION FOR CONSULTING AGREEMENT

Section 1 – Basis for Compensation

Compensation for all fees, costs and expenses defined by this Contract shall be compensated at a Lump Sum amount of \$0.00 – Dollars and no cents, and it is agreed and understood that this amount, when earned, will constitute full compensation to the Consultant.

Section 2 - Changes

The Consultant and the Water System acknowledge the fact that the amount contained in Section 1 above has been established predicated upon the total estimated cost of services to be rendered under the Contract. For additional services or if the Scope of Services are changed materially, compensation shall be re-negotiated.

Section 3 - Method of Payments

3.1. In consideration for Consultant’s performance of the services provided under the scope of services herein, Consultant shall be paid an amount as specified in Section 1. The schedule of payment will be as follows:

1. The amount of \$0.00 will become due and payable by SAWS upon the completion of the meeting between the Consultant and the Senior Enterprise Architect - Infrastructure to define the actual job requirements and type of candidate sought for this agreement.
2. The amount of \$0.00 will become due and payable once the Consultant presents four (4) qualified candidates and profiles.
3. The final payment in the amount of \$X.00 will become due and payable upon the successful candidate starting the Senior Enterprise Architect - Infrastructure position.

3.2. SAWS will directly reimburse candidates for employment for out of pocket expenses for travel, meals, rental car and lodging incurred as a result of travel to SAWS to participate in an interview process. In such event, expenses for such travel shall not be applied to the Compensation described in Section 1 above.

Section 4 – Reimbursable Expenses

There are no reimbursable expenses outside of the Compensation described in Section 1.

OR

4.1 Reimbursable expenses are in addition to compensation for basic and any supplemental services and include actual expenditures made by the Consultant and the Consultant's

employees and consultants in the interest of the project for the expenses listed in the following subparagraphs.

- 4.1.1 By prior written approval of the Water System, reasonable transportation and living expenses in connection with out of town travel.
 - 4.1.2 By prior written approval of the Water System, cost of long distance communication provider.
 - 4.1.3 By prior written approval of the Water System, mileage reimbursement at \$.505 per mile.
 - 4.1.4 By prior written approval of the Water System, cost of copies and faxes at \$.10 per page.
 - 4.1.5 By prior written approval of the Water System, cost of courier services and overnight delivery services.
 - 4.1.6 State and local taxes shall not be reimbursed by the Water System. An exemption certificate for the project will be provided to the Consultant upon request.
 - 4.1.7 Computer time charges shall not be a reimbursable expense.
 - 4.1.8 Local phone and cellular phone service shall not be a reimbursable expense.
 - 4.1.9 Meals shall not be a reimbursable expense unless in connection with out of town travel.
- 4.2 Reimbursable expenses shall be billed at cost with no markup.

Section 5 - Payment for Services

- 5.1 No initial payment shall be paid to the Consultant prior to rendering services.
- 5.2 For all services rendered, payment by the Water System is due within thirty (30) days after receipt of invoice. If payment of the amounts due, or any portion thereof, is not made as described above, interest on the unpaid balance thereof will accrue at the lesser rate of 6 percent per annum (0.5 percent per month) or the maximum lawful rate under Section 271.005 (c) of the Texas Local Government Code until such payment is made, unless delay in payment is due to improper invoicing procedures followed by the Consultant.
- 5.3 For services that are to be compensated on an hourly rate basis, the Consultant's invoice shall show the name of all Consultant, employees, titles, charging time to the project, the amount of time billed, the hourly rate, and the activity or activities performed by all Consultants and employees. Payroll time sheets shall be provided on request of the Water System.
- 5.4 Reimbursable expenses included on the Consultant' invoice shall have copies of invoices, receipts, and other evidence of expenses.

Section 6 - Payments Withheld

The Water System may withhold, amend, or reject any request for payment by the Consultant under conditions that include those described below:

- 6.1 Consultant's failure to provide adequate documentation for reimbursable expenses.
- 6.2 Errors or mistakes in the Consultant's invoice and or defects, errors and omissions in the report, specifications or other documents prepared by the Consultant which are the basis for the payment request.
- 6.3 Failure of the Consultant to render any service required by this Agreement.

If any of these conditions exist, then interest charges will not be applicable. The Water System shall provide the Consultant with written notice of its intention to withhold, amend, or reject any request for payment by the Consultant. Upon written request by the Consultant to the Water System made within 10 days after the date of notice sent by the Water System, representatives of the Water System will meet with representatives of the Consultant at a mutually agreed time to discuss the circumstances surrounding the determination to withhold, amend, or reject any request for payment by the Consultant. If the reason for SAWS notice of intent to withhold payment is addressed at said meeting, Consultant shall promptly re-submit the request for payment and it shall be processed for payment by SAWS in accordance with this Agreement.

EXHIBIT B SCOPE OF SERVICES

The Consultant shall perform the following services in accordance with the terms and conditions of the Agreement, and **Attachment I**, “Consultant’s Proposal,” in the search, screening, pre-interviewing and reference checking of candidates for a Senior Enterprise Architect of Infrastructure position, hereafter referred to as the "Information Systems Positions". In the event of a conflict between the Agreement and the Consultant’s Proposal, the Agreement shall prevail. The Scope of Service includes:

1. Consultant shall, in consultation with SAWS management, garner a clear understanding of the job specifications, minimum requirements, preferred requirements and expectations of the selected candidate and then will use all available resources to conduct a national search to recruit candidates qualified for and interested in the position requested.
2. The Consultant agrees to perform those services necessary as determined by industry best practices to act on SAWS’ behalf regarding the location of a suitable candidate for the Senior Enterprise Architect of Infrastructure position.
3. Consultant shall pre-qualify all candidates by conducting a thorough interview to verify the qualification of the candidates and prepare a written summary of the findings of the prequalification interview, listing the strengths and weaknesses of each candidate as they relate to the job specifications, minimum requirements and preferred qualifications for the Senior Enterprise Architect of Infrastructure position.
4. Consultant shall conduct reference checks with candidates submitted for consideration.
5. Consultant shall present an initial list of candidates with resume, and written summary (“Candidate Summary”) of each candidate’s qualifications. The Candidate Summary shall include Consultant’s personal insights of the candidate, the reasons why the candidate is looking for employment, bullets reflecting candidate strengths and weaknesses, last/current compensation, and any other specific information requested by the SAWS.
6. Consultant will endeavor to provide SAWS with a diverse list of candidates for the Senior Enterprise Architect of Infrastructure position.
7. Consultant shall work with SAWS management by notifying all candidates of the status of their application as required and shall, at the end of the selection process, notify all candidates who have not been selected to proceed to an interview, of such status.
8. Consultant shall notify each interviewed candidate of the status of their face-to-face interview and assist SAWS management in tendering an offer to the selected candidate and obtaining acceptance of Offers of Employment.

9. Consultant shall provide a Candidate Summary and list of no less than four (4) candidates meeting the qualifications of SAWS within thirty (30) days after the date of the negotiated agreement.
10. All material and non-clerical portions of the services of the Consultant shall be personally performed by Consultant.

EXHIBIT C
SAWS INSURANCE SPECIFICATIONS

1. Commercial Insurance Specifications (“Specifications”):

- a. Commencing on the date of this Contract, the CONSULTANT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- 1) **Commercial General Liability (CGL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 500,000.00	Occurrence Limit
1,000,000.00	General Aggregate
500,000.00	Personal and Advertising Injury
500,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an Additional Insured; and
- To provide a Waiver of Subrogation in favor of SAWS and the City.

- 2) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$300,000 per claim, \$300,000 in the aggregate and, if this line of coverage is written on a “Claims Made” form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the Certificate of Liability Insurance (“Certificate”) the coverage form under which the respective line of coverage is written – either:

- Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the “Retro-date” for this line of coverage must also be included on the Certificate as well; or
 - Occurrence basis – no additional wording required.
- b. CONSULTANT shall require all Sub-consultant's to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
 - c. CONSULTANT agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
 - d. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
 - e. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
 - f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONSULTANT's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONSULTANT's liability.
 - g. These minimum limits required of each line of insurance coverage may be either basic policy limits of the CGL and any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
 - h. Within five (5) calendar days of a suspension, cancellation or non-renewal of any required line of insurance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
 - i. Each line of insurance coverage that is required under these Specifications shall be so

written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- j. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- k. In addition to any other remedies, SAWS may have, upon the CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- l. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- m. It is agreed that the CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- n. CONSULTANT agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating of "A- ("A"- minus)" and a Financial Size Category of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Professional Liability line of insurance coverage.

SAWS will accept worker's compensation insurance coverage written by the Texas Workers Compensation Insurance Fund.

- o. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance (“Certificate”) Requirements

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to an Informal Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company’s Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a Certificate(s) of Liability Insurance (“Certificate(s)”) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.5) above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person’s name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (Certificate Holder) and 2.h. (Distribution of Completed Certificates) below.
- c. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- d. SAWS shall have no duty to pay or perform under Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the RFP Insurance Specifications by SAWS’ Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- e. The SAWS Project/Contract number(s) along with its Descriptor Caption must be included in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- f. Certificate Holder - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System
c/o Ebix BPO
PO Box 12085-ZD
Ref. # R-17-019-JG
Duluth, GA 30096
- g. Distribution of Completed Certificates - Completed Certificates shall be distributed by the Consultant as follows:

1) Send Original:

a) By Mail:

San Antonio Water System
C/O Ebix BPO
P.O. Box 12085-ZD
Ref. # R-17-019-JG
Duluth, GA 30096

b) By Fax: 1-770-325-6502

c) By E-Mail: saws@Ebix.com

d) To Upload Online: <http://www.ebixcerts.com> (*preferred method*)

2) Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

- h. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

3. SURVIVAL

Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.1) of these Commercial Insurance Specifications and Certificates of Liability Insurance Requirements are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

EXHIBIT D

NO BOYCOTTING ISRAEL VERIFICATION

Consultant agrees that it does not boycott Israel and will not do so during the term of this Contract. This provision is in compliance with §2270.001 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

**Attachment I
Price Proposal**

SAWS CONSULTANT REIMBURESABLE POLICY

**Consultant
And
Contractor
Reimbursable Expense Policy**



San Antonio Water System

Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1. Introduction

The Reimbursable Expense Policy should be used as a basis for submitting expenses relating to any Consultant and/or Contractor Agreement for the San Antonio Water System (SAWS). This policy also pertains to all reimbursable expenses by sub-consultants/contractors on any SAWS project.

2. Policy

Official reimbursable expenses shall be properly authorized, processed, conducted, reported, and reimbursed in accordance to this Policy. Consultants/Contractors are expected to exercise good judgment in the type and amount of expense incurred.

The Consultant/Contractor is responsible for becoming familiar with and adhering to the Policy as applicable for each reimbursable expense submitted.

For travel expenses, Consultants/Contractors are expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Consultant/Contractors are encouraged to use all practical means, including internet discounters, to obtain the lowest cost fares, rates, and accommodations.

3. Definitions

The following definitions apply to this Policy:

Domestic Travel – Travel between business points within the continental United States (CONUS).

Actual and Reasonable Expenses – The specific, itemized expenses incurred, based on original receipts up to the amount judged by the SAWS Contracting Director to justifiable under the circumstances.

Official Travel Time – For computing per diem allowances, official travel starts at the day (time) the consultant leaves their home, office, or other authorized point and ends on the day (time) the consultant returns home, to the office, or other authorized point.

1. GENERAL *continued*

3. Definitions *continued*

Travel Expenses – Includes meals, lodging, transportation and incidental expenses for less than 30 consecutive days.

Extended Travel Expenses - Includes meals, lodging, transportation and incidental expenses for 30 or more consecutive days.

Reimbursable expenses – those official expenses directly related to a project or assignment related to an executed contract or agreement.

4. Reimbursements

Expenses incurred by the Consultant/Contractor performed outside the scope of the Consultant/Contractor Agreement will be denied. This includes, but is not limited to, expenses incurred:

- Prior to the execution of the Agreement;
- After the expiration of the Agreement;
- At a location not included in the Agreement;
- At a cost in excess of those costs allowed within the Agreement and/or within this Policy.
- In connection with other agreements the Consultant/Contractor has with other clients.

Only those expenses which are ordinary and necessary, and within the allowable budget, to accomplish the official business purpose are eligible for reimbursement.

Entertainment expenses, including alcohol, are not reimbursable.

Consultants/Contractors will be responsible for all unapproved travel and related expenses.

5. Interrupted Itinerary

If official business travel is interrupted for personal convenience, any resulting expense shall be borne by the Consultant/Contractor.

2. **Transportation Expenses**

1. **Guideline**

Consultants must utilize the most economical mode of transportation and the most usually traveled route consistent with the business purpose of the trip.

2. **Air Travel**

Lowest Available Airfare

Airfare reimbursement shall not exceed the lowest practical, available cost of competing airfare. When all considerations are equal (e.g. travel time dates, times, destination, and work impacted by travel), the consultant must choose the lowest fare available at that time, regardless of personal preferences for air carrier.

Use of Business or First Class

No reimbursement will be made for Business or First Class travel without advance written approval from the SAWS Contracting Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Consultant's expense will not require advance approval. However, Consultant must be able to the lowest available price of Coach accommodations in order to be reimbursed from that portion of the expense.)

First Class travel may be approved under the following circumstances:

- Required to accommodate a disability or special medical need (requires proof from a medical doctor);
- No other class of service (coach or business) is available within 24 hours of the proposed departure or arrival time.

Business Class travel may be approved under the following circumstances:

- No other class of service is provided on regularly scheduled flights between origin and destination.
- Required to accommodate a disability or special medical need.
- An overall savings (subsistence costs, overtime, lost productivity time) compared to waiting for coach class.

Extended Travel to Save Costs

The additional expenses associated with travel that includes an extended stay (e.g. Saturday night stay) may be reimbursed when the overall savings is at least \$150 compared to the cost if the Consultant had not extended the trip.

The additional expenses that must be considered for the extended stay savings include but not limited to are, additional cost of lodging, rental car, meals and parking.

2. **Transportation Expenses** *continued*

3. **Travel by Private Automobile**

Reimbursement for Travel by Private Automobile

When a private automobile is used *due to business necessity*, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Consultant. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs, cleaning, detailing, tires, gasoline, or other automobile expense items are not reimbursed for privately owned automobiles.

When two or more persons share a privately owned automobile, only the driver may claim the reimbursement for mileage. Two or more persons traveling to the same destination, for the same purpose, and same or approximately the same time span on the same days or days shall be expected to share a privately owned automobile whenever possible.

Charges for parking and toll roads are allowed; however receipts must be provided.

Reimbursement for Travel by Private Automobile in Lieu of Air Travel

When a private automobile is used instead of available air travel for the personal convenience of the Consultant, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Consultant would have paid had the Consultant traveled by air.

Reimbursement for Travel To or From a Common Carrier Terminal

When a Consultant drives a privately owned automobile to or from a common carrier terminal, the mileage and tolls for one round trip, plus parking for the duration of the trip may be claimed for reimbursement. Documented miles driven and receipts must be provided. Consultant is expected to use the lowest, reasonable cost parking option available.

4. **Rental Vehicles**

Rental cars may be used for transportation to or from a common carrier terminal. Rental cars may also be used upon arrival at the official business destination when the use of public transportation or other transportation such as taxis is not practical when cost, number of miles to be traveled and other factors are taken into consideration. Only commercial agencies may be used. Consultants are strongly encouraged to request the lowest available rate when making rental car reservations.

2. **Transportation Expenses** *continued*

4. **Rental Vehicles** *continued*

Reimbursement

Reimbursement is limited to standard sedans or a vehicle commensurate with the requirements of the trip. The cost of the rental car and gasoline will be reimbursed. Documented miles driven and receipts are must be provided.

The car must be turned in promptly. Daily charges, outside Official Travel Time, will not be reimbursed.

Insurance

The Consultant assumes all risks and expenses associated with obtaining insurance deemed necessary when using a rental car. Car rental insurance, including collision damage waivers, is not reimbursable.

5. **Ground Transportation**

The following guidelines apply to ground transportation to or from a common carrier terminal at the business point.

Taxis

The cost of the taxi ride plus gratuity will be reimbursed. Receipts must be provided.

Airport Shuttle Service

The cost of the airport shuttle ride plus gratuity will be reimbursed. Receipts must be provided.

Local Buses and Subways

Local bus and subway fares are reimbursable; however, receipts are not required.

3. Living Expenses

1. Lodging

Lodging expenses for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates. Lodging taxes, although not included in the GSA per diem rate for lodging, are additionally reimbursable. Consultants are strongly encouraged to request the lowest available rate when making the lodging reservations.

Hotel bills should show the hotel name and locations, dates room was occupied and the rate per day. Other items appearing on the hotel bill should be identified as to the business reason for the charges.

Consultant will not be reimbursed for the following expenses appearing on the hotel bill:

- Alcohol (alone or part of meal)
- Entertainment
- Personal services in general
- Laundry/Dry cleaning if travel is less than five days

When accommodations are shared with other than an official Consultant, reimbursement is limited to the cost that would have been incurred had the Consultant been traveling alone.

2. Non-Commercial Lodging

Consultants lodging in non-commercial facilities such as house trailers or field camping are reimbursed actual expenses up to the maximum applicable GSA lodging rate. No reimbursement for housing as a guest in a private home.

3. Meals Expense

Meals expense for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

3. Living Expenses *continued*

3. Meals Expense *continued*

Meals expense for the first and last day of travel are reimbursed at the lower of actual costs or the pro-rated GSA per diem rate listed below:

Beginning of “Official Travel Time” Date of Departure		Ending of “Official Travel Time” Date of Departure	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am to 5:00 pm	66% per diem	11:01 am to 5:00 pm	66% per diem
After 5:00 pm	33% per diem	After 5:00 pm	100% per diem

For travel of more than 12 hours but less than 24 hours; meals are reimbursed at the pro-rated GSA per diem rates defined above.

Daily expenses incurred within the vicinity of the Consultant’s primary work site shall not be reimbursed.

4. Incidental Expenses

Payments for tolls, parking charges, cab fares can be reimbursed with proper documentation. Reasonable laundry and dry cleaning expenses will be allowed if travel is over a period of 5 consecutive days. Additionally, reasonable gratuities shall be reimbursed.

Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading materials and clothing are not reimbursable.

5. Daily Allowance and Lodging Allowance for Extended Travel

A Consultant remaining at one location for 30 days or more but not more than six months shall be considered extended travel. The 30 days begins on the first day at the assignment location. The Consultant’s return home for weekends does not break the continuity of an extended travel assignment.

The maximum reimbursable rate for extended travel will be the lesser of actual costs of lodging (housekeeping, utilities and furniture rental), meals, and incidentals (as previously outlined above) **or** 60% of the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

All extended travel must be approved in advance by the Contracting Director or designee prior to Consultant committing to any extended lodging arrangement.

3. Living Expenses *continued*

5. Daily Allowance and Lodging Allowance for Extended Travel *continued*

Consultants are encouraged to require employees to relocate to the primary work site, when practical, to avoid excessive Extended Travel and/or repetitive Travel for weekly commute to the primary work site from Consultant or Consultant's employees' homes.

4. **Miscellaneous Expenses**

1. **General**

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-consultants.
- Mileage expense for purchase of items, where the direct project related item was purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

2. **Telephone Calls**

Telephone calls should be made in the most economical method possible. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

5. Travel Expense Statements

1. Reimbursement

A travel expense statement must be prepared and submitted with the appropriate supporting documents. Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the next billing cycle closest to the actual expense.