



REQUEST FOR QUALIFICATIONS

2017 Pipelines Engineering Services Condition Improvements Work Order Contract

Solicitation No.: PS-00042

Addendum 1 | June 30, 2017

QUESTIONS AND ANSWERS

1. **Question: In the Similar Past Projects and Performance Section, can we use projects that are not complete? Meaning, design is done, but construction is not yet finished?**

Answer: Only if the consultant can provide complete information for the project. For example can they provide the following information: original 100% design deliverables deadline versus 100% design completion and bid advertisement; original design fee (30%-100%) versus final fee (\$).

2. **Question: Is there a font size restriction on this submittal?**

Answer: Yes, see item 1 under CHANGES TO THE RFQ.

3. **Question: Is there a margin size preference?**

Answer: Yes, see item 1 under CHANGES TO THE RFQ.

4. **Question: However we do not currently have an office there now and subsequently have not performed designs for work specific to locations within San Antonio. I am emailing to see if [Consultant] would be able to provide a response to the following solicitation:**

SOLICITATION NO: PS-00042

RELEASE DATE: June 14, 2017

REQUEST FOR QUALIFICATIONS:

2017 Pipelines Engineering Services Condition Improvements Work Order Contract

Answer: Anyone can submit a proposal, regardless of location. However, your location may or may not impact SMWB points. Firms can also still earn the full spectrum of SMWB points by subcontracting to SMWB firms that have been certified by the South Central Texas Regional Certification Agency, and are located in Bexar County, or one of the eleven surrounding counties,

QUESTIONS AND ANSWERS *(continued)*

as defined in the Good Faith Effort Plan of the RFQ. Please contact the SMWVB Program Manager for any questions regarding SMWB points.

*Marisol Robles, SMWVB Program Manager
210-233-3420
Marisol.robles@saws.org*

5. Question: Can we submit the electronic version of our SOQ on a USB?

*Answer: A USB may be submitted in lieu of the CD requirement. However, the USB is still subject to the same guidelines as the CD and should be submitted in the sealed package with the original and all copies as outlined in the RFQ under Section IV. Submitting a Response – B. Submission - *****Hard Copy Submittals Accepted Only*****.*

6. Question: For this SOQ, does a cover letter count toward the 20 page limit?

*Answer: No, as stated in item 4, under Section IV. Submitting a Response – B. Submission - *****Hard Copy Submittals Accepted Only*****.*

7. Question: First, would a USB drive be acceptable in place of a CD?

Answer: See Answer to Question 5.

8. Question: Second, is Condition Assessment anticipated as a service that might be needed for these possible projects?

Answer: The Condition Assessment will be done by a 3rd party engineering company. When given a work order, the Selected Consultant or Consulting Firm will be required to verify the assessment and make any recommendation should it be required.

9. Question: Section IV.B.6 – If an 11 by 17 sheet is used, will it be considered as one or two pages toward the 20 page limit?

Answer: If used, each 11” by 17” would be considered one (1) page towards the page limit. Respondent may reference Changes to the RFQ.

10. Question: Section IV.C.5.a - Can the requirement for a facsimile number be waived for the project contacts if they are not available? Contacts may not use and may not have a need for facsimile machines.

Answer: Yes, if a facsimile number is not available, the facsimile number is waived for the project contacts for item 5, Similar Past Projects and Performance under Section IV. Submitting a Response – C. Response Format

11. **Question:** Will the pre-submittal conference power point presentation given on Thursday the 22nd be made available on the SAWS web site under this solicitation's file in the Business Section?

Answer: Yes, the Non-Mandatory Pre-Submittal Meeting PowerPoint presentation has now been made available on the SAWS website. This can be found at: http://www.saws.org/business_center/ContractSol/Drill.cfm?id=1957&View=Yes

12. **Question:** Does the submittal require original signatures or can I print from my electronic version and simply mark the original?

Answer: The original hard copy should contain original documents including signatures. This is not necessary for the copies that Respondent should provide.

13. **Question:** It's stated that the cover letter does not count toward the page limit but then says to start page numbers with the cover letter. I want to clarify the page numbers on our submittal could then go up to 21.

*Answer: Page numbers can be used on documents that do not count toward the page limit. An example of this would be for the cover letter, so the submittal could go up past 20 pages based on the page numbers. However, as stated in item 4, under Section IV. **Submitting a Response – B. Submission - ***Hard Copy Submittals Accepted Only*****, besides required forms, responses are limited to a maximum number of pages.*

14. **Question:** Can we use a USB drive for our electronic submission rather than a CD?

Answer: See Answer to Question 5.

15. **Question:** *Regarding 6. Work Order Implementation Approach, Question E: Provide a detailed work plan explaining how the Respondent would complete this project as described in this Scope of Services. The work plan should include a proposed timeline. Emphasis should be given to maximize efficiencies in procedures in order for SAWS to meet its goal in a timely manner. How can we provide a detailed work plan regarding this project if this RFQ is for unspecified projects?*

*Answer: Detailed work plan should be tailored to address a typical civil project as described in Section I. **Project Information – A. Objective.***

QUESTIONS AND ANSWERS *(continued)*

16. Question: Regarding 6. Work Order Implementation Approach, Question F: Describe how your firm will adhere to and monitor the service levels identified in the Additional Requirements section.

Would statements saying “If selected, we commit to (address each of the additional requirements)” work for this? Can you clarify what type of answer you are looking for.

Answer: Item 1. Disclosure of Interested Parties (Form 1295,) under Section I. Project Information – C. Additional Requirements, will not need to be addressed when responding to the Work Order Implementation Approach; the Selected Consultant or Consulting Firm will be adhering to item 1. Disclosure of Interested Parties (Form 1295) by submitting the form prior to contract execution. For the remaining section items (number 2 through 4), provide how the Respondent will be committed to address each of the additional requirements. For example, what does the Respondent know about the Consent Decree (CD) and what steps will be taken to ensure work conforms to the requirements of the CD, how familiar is the Respondent with SAWS’ Contract and Project Management System (CPMS), and how will the Respondent ensure cost estimates are developed per the recommendations of AACE International method.

END OF QUESTIONS AND ANSWERS

CLARIFICATIONS

1. The Form 1295 is only required to be completed by the Selected Consultant or Consulting Firm (prime consultant only) and is returned with the signed contract.
2. Resumes are part of the page limit.
3. Generally, the construction project packages range from \$3,000,000.00 to \$6,000,000.00. Therefore, the design fee would be between \$300,000.00 and \$600,000.00.
4. The difference between the two types of projects, governmental and non-governmental, is the deliverables associated with the phases of design. The equivalency between the phases is the cost estimates required and the expected deliverables.

END OF CLARIFICATIONS

CHANGES TO THE RFQ

1. Remove and replace item 6. from section **IV. Submitting a Response**, B. Submission - ****Hard Copy Submittals Accepted Only**** with the following:
 6. Responses should be clear, concise, and complete. They should be submitted using an 8 ½” by 11” portrait format (up to 11” by 17” will be permitted for drawings, where warranted). Font size shall be limited to no less than 11 point for text and no less than 10 point for tables and figures. All margin sizes shall be limited to no less than one (1) inch.
2. Insert Exhibit “A” – SAWS Standard Insurance Requirements, included in this Addendum, after the Respondent Questionnaire.

No other items, dates, or deadlines for this RFQ are changed.

END ADDENDUM 1

This Addendum, including these five (5) pages, is twelve (12) pages with attachments in its entirety.

Attached: Exhibit “A” – SAWS Standard Insurance Requirements – seven (7) pages.

Exhibit “A” – SAWS Standard Insurance Requirements

**EXHIBIT III
SAWS STANDARD INSURANCE SPECIFICATIONS &
CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS**

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) **Workers' Compensation (WC)** insurance that will protect the CONSULTANT, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

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

This **line of insurance coverage** shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

2) **Employers' Liability (EL)** insurance (**Part 2** under the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The **EL** line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

3) **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:

Exhibit “A” – SAWS Standard Insurance Requirements

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- 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:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an **Additional Insured** for both ongoing and completed operations; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

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.
- 5) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 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:

Exhibit “A” – SAWS Standard Insurance Requirements

- **Claims-made form**; if the coverage form declared on the Certificate is the Claims-made form, the “**Retroactive-date**” for this line of coverage must also be included on the Certificate as well; **or**

Occurrence basis – no additional wording required.

- CONSULTANT shall require all Sub-consultants 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.
- 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.
- CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- 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.
- These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or 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.
- Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- Within five (5) calendar days of 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.

Exhibit “A” – SAWS Standard Insurance Requirements

- k. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- l. 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.
- m. 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.
- n. 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.
- o. 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.

- p. 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 a 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:

Exhibit “A” – SAWS Standard Insurance 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. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. 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 Insurance Specifications contained herein by SAWS’ Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. **Additional Insured:**

SAWS requires that the Automobile Liability (“AL”) and the Commercial General Liability (“CGL”) policies must be endorsed naming Certificate Holder (as per item 2. i. below) as an **Additional Insured** and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL and CGL policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an **Additional Insured**.

Exhibit “A” – SAWS Standard Insurance Requirements

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

g. **Waiver of Subrogation:**

SAWS requires that the AL, CGL and Workers’ Compensation/Employer’s Liability (“WC/EL”) policies must be endorsed with the **Waiver of Subrogation** in favor of Certificate Holder (as per item 2. i. below) and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic **Waiver of Subrogation** endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the **Waiver of Subrogation** in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. 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.
- i. **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 100085-ZD
Ref. # [Lawson Number]-[Contract Number]
Duluth, GA 30096

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

Exhibit “A” – SAWS Standard Insurance Requirements

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

j. **Distribution of Completed Certificates** - Completed **Certificates** shall be distributed by the Consultant as follows:

1) Send Original:

- a) By **E-Mail**: saws@ebix.com
- b) By **Fax**: 1-770-325-6502
- c) To Upload Online: <https://www.ebix.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

k. 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.2), 1.a.3) and 1.a.4) 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.