



SOLICITATION NO: R-26-005-TG

RELEASE DATE: June 18, 2026

REQUEST FOR PROPOSALS

EXECUTIVE RECRUITING SERVICES

Deadline: July 7, 2026 at 2:00 p.m. (CDT)

****ELECTRONIC SUBMISSIONS ONLY****

TABLE OF CONTENTS

I.	Project Information	
	A. Objective.....	1
	B. Scope of Services.....	1
	C. Additional Requirements	2
	D. Estimated Timeline	2
II.	Selection Process	
	A. Selection.....	2
	B. Interviews.....	3
	C. Evaluation Criteria Summary.....	3
III.	Communication	
	A. Restrictions	3
	B. Pre-submittal Conference.....	3
	C. Technical Questions	3
	D. Submittal or Status Questions	4
IV.	Submitting a Response	
	A. Deadline.....	4
	B. Submission	4
	C. Response Format	5
V.	Other Required Documents to Submit	
	A. Insurance Requirements and Proof of Insurability	6
	B. Conflict of Interest Questionnaire	6
	C. Security Procedures Acknowledgement.....	6
	D. Sample Contract Acknowledgement	6
VI.	Other Requirements	6
Attachments		
	Submittal Response Checklist.....	8
	Respondent Questionnaire	9
	Attachment A - Compensation Proposal	13
	Exhibit A – SAWS Standard Insurance Requirements.....	14
	Exhibit B – Conflict of Interest Questionnaire	19
	Exhibit C – Security Procedures.....	21
	Exhibit D – Sample Contract (Review Only).....	23

I. Project Information

A. Objective

The San Antonio Water System (SAWS) is requesting proposals from experienced firms to seek out and recruit highly qualified candidates to serve as the Chief of Internal Audit, which will include researching the availability of suitable candidates and assisting in identifying a shortlist of qualified candidates who match the requirements provided by SAWS.

B. Scope of Services

The selected Consultant shall perform the following Scope of Services:

1. Coordinate with SAWS staff to garner a clear understanding of the job specifications, minimum requirements, preferred requirements, and expectations of the selected candidate for the position to be filled and shall use all available resources to conduct a national search to recruit candidates qualified for and interested in the position requested.
2. Submit a time schedule for the completion of services to SAWS.
3. Develop a recruitment marketing strategy that will highlight SAWS (mission, vision, values, and overall fundamentals/purpose) to include recommending appropriate advertisements that will attract a diverse applicant pool.
4. Pre-qualify candidates by conducting a thorough interview to verify the qualification of the candidates.
5. Provide a final list of Candidate Summary and list of not less than four (4) candidates meeting the qualifications of SAWS within forty (40) days after the date of the negotiated agreement.
6. Provide SAWS with a diverse list of candidates to include their resumes and a written summary of each of their qualifications. The summary shall also include their personal insights for each candidate, prequalification interview, listing the strengths and weaknesses of each candidate as they relate to the job specifications, minimum requirements and preferred qualifications for the position. To include the reasons why the candidate(s) are seeking employment, last/current compensation, and any other specific information requested by the SAWS.
7. Conduct reference checks with candidates submitted for consideration.
8. SAWS will pay a moderate fee for travel expenses for selected candidates to be interviewed.
9. 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.
10. Coordinate the selected candidates' schedules and participation in the interviews. Notify each interviewed candidate of the status of their face-to-face interview. Facilitate the in person interview with the SAWS Hiring Committee.
11. Assist SAWS management in tendering an offer to the selected candidate and obtaining acceptance of Offers of Employment.

Term of Contract: Six (6) months with one optional 6-month extension.

C. Additional Requirements

1. Consultant shall perform the services outlined within this RFP using industry best practices while acting on SAWS' behalf.
2. Consultant shall be responsible for all facets of communication with potential candidates, scheduling of interviews, hosting interviews, and creating and maintaining all documentation related to the entire recruitment and interview process.
3. Consultant shall replace the selected candidate at no additional cost in the event they are terminated or they separate from SAWS six (6) months after the hire date.

D. Estimated Timeline

June 18, 2026	RFP Released
June 29, 2026 by 3:00 p.m.(CDT)	Receipt of Written Questions Due
July 1,2026 by 3:00 p.m.(CDT).....	Q & A Posted to Website
July 7, 2026 by 2:00 p.m. (CDT).....	Proposals Due
July 2026	Proposals Evaluated
July 2026	Interviews, if necessary
September 1,2026	SAWS Board Consideration and Award
September 2026	Non-Selection Notices mailed
September 2026	Start Work

The dates listed above are subject to change without notice.

II. Selection Process

A. Selection

1. A Selection Evaluation Committee will review, evaluate, and rank the proposals according to a numerical scoring system based on the responses to the criteria listed below. The Selection Evaluation Committee may select two or more firms to be interviewed, based solely on qualifications.
2. Key Team Members
 - a. During the evaluation period and up until award, if there is a change to any of the key team members identified on Respondent's organizational chart, Respondent shall notify the SAWS' point of contact identified in this RFP, in writing as soon as possible regardless of whether it is the prime consultant's employee or an employee of a subconsultant. At SAWS sole discretion, SAWS may allow the Respondent to replace the key team member with an alternate member who possesses equal or better qualifications and experience.
 - b. As outlined in SAWS' Ethics Policy, a former SAWS employee may not serve in a lead role as a key team member and may not participate in the negotiation of the contract for a period of two (2) years from termination of employment from SAWS. Failure to adhere to this policy may result in the Respondent's proposal being found non-responsive or a reduction in points during the technical scoring of the proposal.

B. Interviews

In the event interviews are deemed necessary, Respondents will be asked to provide a brief presentation to the Selection Committee summarizing their qualifications and project approach as well as answer any questions posed by the Selection Committee.

C. Evaluation Criteria Summary

Respondents not providing a response to each of the criteria listed in this solicitation may be considered non-responsive and ineligible for consideration.

Key Personnel and Resumes	20 pts
Company Experience	30 pts
Project Approach	25 pts
Price	25 pts
TOTAL	100 pts

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - City Council members (as defined by the City of San Antonio Ethics Code),
 - City Council member’s staff, and
 - San Antonio Water System (SAWS) Board of Trustees regarding the RFP from the time the solicitation is released until it has been acted upon by the Board of Trustees.
2. Respondents or their representatives are prohibited from communicating with SAWS employees regarding this RFP, except as provided under “Technical Questions,” from the time the solicitation is released until the contract is awarded.
3. This includes “thank you” letters, phone calls, emails, and any contact that results in direct or indirect discussion of the RFP and/or proposal submitted by Respondents.
4. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent’s proposal from consideration.

B. Pre-Submittal Conference

A Pre-Submittal Conference is not scheduled for this solicitation.

C. Technical Questions

1. Respondents may submit technical questions concerning the services in this RFP in writing. Electronic inquiries by e-mail will be accepted. The contact person for this solicitation is:

Theadora Gonzalez
 Contract Administration Department
 San Antonio Water System
 Email: Theadora.Gonzalez@saws.org

2. Questions regarding this RFP received after the deadline will not be answered in order to allow ample time for the distribution of answers and/or addenda to this RFP.
3. Answers to the questions will be posted on the SAWS website.

D. Submittal or Status Questions

1. To check the status of this solicitation after the due date, visit our website located at www.saws.org, select Business Center, Contract Solicitations, then select Archive, scroll down to locate the RFP and select More. The status is located under the solicitation title.
2. For questions regarding this solicitation or if the website does not provide sufficient information, please call Theadora Gonzalez, Contract Administrator at 210-233-3385 for assistance.

IV. Submitting a Response

A. Deadline

Respondents are strongly encouraged to submit their proposals at least two (2) hours prior to the Proposal deadline and time to avoid last minute transmission issues. If you believe there is an issue, please contact Theadora Gonzalez, Contract Administrator at 210-233-3385 for assistance before the due date deadline.

B. Submission – *****Electronic Submittals Accepted Only*****

1. Address a PDF of your submittal to contracting@saws.org. Entitle the subject line of the submission email with "**R-26-005-TG_Executive Recruiting Services RFP Response**" and name of Respondent. If any hard copy proposals are submitted in error, they will not be evaluated for consideration. The file size limitation for submissions is 10MB. Only two (2) files will be submitted. File 1 shall be submitted, which includes only the Compensation Proposal (Attachment A) and File 2 will include all other required response information. A brief e-mail response will be provided to acknowledge receipt of your submission. Pages requiring signatures shall be scanned or electronically signed. The submission shall be tabbed and "bookmarked" in PDF to match the response format indicated further in this solicitation. The entire submission shall be in searchable PDF format.
2. SAWS will not be responsible for slow or delayed electronic submissions that do not reach the intended recipient within the designated timeframe regardless of whether it is caused by, but not limited to, the World Wide Web, internet service provider (ISP), third party system, firewalls or infrastructure.
3. Responses are limited to a maximum of twelve (12) pages per proposal. Required forms do not count toward the page limit. Required forms are the Submittal Response Checklist, Respondent Questionnaire, Evaluation Criteria Forms, Compensation Proposal Form, W-9 form, Insurance requirements, and the Conflict of Interest Questionnaire. The cover letter, table of contents, and tabs do not count towards the page limit. Number each page starting with the cover letter, including text charts and graphic images.
4. Brochures, visual or other presentations, art work and marketing information beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.
5. 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).
6. By submission of a response, Respondent acknowledges that they have read and thoroughly understand the Scope of Services, agree to all terms and conditions stated herein, and acknowledge that it can perform all tasks as required.
7. Once issued, this RFP is subject to revision via written Addenda any time before the submittal deadline. Any such Addenda will be available through the SAWS website. Respondent is solely responsible for obtaining all Addenda prior to submitting its Proposal. Respondents should check the SAWS website frequently, including the day of the Proposal Submittal Deadline. SAWS assumes no responsibility or liability whatsoever for the distribution of Addenda to Respondents.

C. Response Format

The response shall be organized as follows, and each section shall be titled accordingly:

1. Submittal Response Checklist

Complete and include the Submittal Response Checklist within the proposal. Verify that the checklist is signed and that all documents on the checklist have been included with the proposal.

2. Respondent Questionnaire

The Respondent Questionnaire captures general information regarding the firm submitting a proposal in response to this solicitation. It also includes acknowledgements for the attached exhibits and addendums. The document is required and must be completed and included in the proposal.

3. W-9 Form

Submit a completed and signed W-9 Form with your proposal. Respondents may go to <http://www.irs.gov/formspubs/index.html?portlet=3> to download this form, if needed. Please also include an email address or fax number.

4. Resume (2 pages)

Respondent shall identify the key team member with a resume no more than two (2) pages on their capabilities, experience and qualifications, which shall include their name, title, education, brief overview of professional experience, and licenses or professional affiliations.

5. Company Experience (4 pages)

Provide a list of three (3) current and/or previous projects in the last five (5) years, in which the Respondent has performed services similar to those sought in this solicitation, preferably for a governmental entity. This list should include:

- Name of client
- Client Address
- Location (city and state)
- Duration of assignment
- Respondent's role in project
- Valid point of contact to include name, phone number and e-mail address (SAWS will contact references as part of the evaluation process.)

6. Project Approach (6 pages)

Provide a detailed project approach explaining how the Respondent would complete this project as described in the Scope of Services, ensuring that each item (1.-11.) is addressed in the same order as found in Section I., B. Scope of Services of this RFP. The plan should include a proposed timeline and the specific actions taken to achieve each scope item. Respondent shall also outline the efficiencies and quality assurance taken to ensure that SAWS meets its goal in attaining a qualified applicant pool within the schedule provided.

8. Compensation Proposal

Respondent shall provide a comprehensive and aggressive compensation proposal that represents Respondent's absolute best offer whether the selected candidate is external or internal to SAWS. Respondent shall provide SAWS with the cost to provide services in one of two ways: 1) percentage of the selected candidate's salary offer to be paid for both an external and internal candidate, or 2) a flat

fee. Expenses, if any, shall be indicated separately. SAWS will not pay an up-front fee to the selected firm. SAWS encourages Respondent to structure their pricing to offer maximum cost-efficiency, including any bundled discounts, alternative fee structures, or waived implementation fees. Respondent shall complete Attachment A, Compensation Proposal, and submit separately as File 1 as part of Respondent's proposal for this RFP.

V. Other Required Documents to Submit

A. Exhibit A – Insurance Requirements and Proof of Insurability

1. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent's commercial insurance coverage currently in force or provide a letter from the insurance agent indicating the required coverage can be obtained. Respondent should review the SAWS website for instructions on how to prepare the certificate of insurance at the following link:

http://www.saws.org/business_center/contractsol/forms.cfm

2. If awarded a contract under this RFP, verification and tracking of insurance compliance throughout the life of the contract will be performed through the services of CertFocus by Vertikal RMS (See Exhibit A).

The final negotiated contract price will determine the final required limits on Professional Liability Insurance Coverage.

B. Exhibit B - Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS.

The CIQ will be submitted as part of the response to this RFP from SAWS. The CIQ is attached as Exhibit B, or is available from the Texas Ethics Commission at www.ethics.state.tx.us.

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFP.

C. Exhibit C – Security Procedures Acknowledgement

The Security Procedures are attached as Exhibit C. Respondent must acknowledge the requirements of this exhibit on the Respondent Questionnaire Form.

D. Exhibit D – Sample Contract Acknowledgement

The Contract terms and conditions are attached as Exhibit D for review purposes only. Respondent must acknowledge the contract terms and conditions on the Respondent Questionnaire. If Respondent has exceptions to the terms and conditions, they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying the Respondent Questionnaire Form. Exceptions will not be accepted after the proposal deadline.

VI. Other Requirements

A. Other key requirements that should be noted are as follows:

- Unresolved issues with SAWS may affect your competitiveness.
- All contracts will require the provision for a "Right-to-Audit" clause.

- SAWS shall retain the right to approve or disapprove any changes/variances of proposed sub-consultants and their related percentage of work "as proposed" from the original submittal form of the selected Respondents.

B. Internet-Based Project Management System. Effective June 1, 2015, SAWS shall administer its services through its Contract and Project Management System (hereafter referred to as "CPMS"). In such case, Consultant shall conduct communication through CPMS and perform all Project-related functions utilizing CPMS, with the exception of Sub-Consultant payment monitoring activities, which shall be through the S.P.U.R. System. This includes any and all correspondence, submittals, requests for information, vouchers, compensation requests and processing, amendment, change orders and other administrative activities as may be required in the Contract. SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. All invoices shall be submitted through the CPMS.

C. Disclosure of Interested Parties (Form 1295)

For applicable contracts entered into after January 1, 2016, an ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

For further information, please go to the following link:

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

D. SAWS reserves the right to:

1. Reject any and all proposals received;
2. Issue a subsequent RFP;
3. Cancel the entire RFP;
4. Remedy technical errors in the RFP process;
5. Negotiate with any, all, or none of the Respondents to the RFP;
6. Accept the written proposal as an offer;
7. Waive informalities and irregularities;
8. Accept multiple proposals;
9. Make multiple recommendations to the Board;
10. Contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by SAWS.

E. All responses and their contents will become the property of SAWS.

F. SAWS will not reimburse Respondents or sub-Consultants for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.

G. This RFP does not commit SAWS to enter into a Letter of Engagement, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a Letter of Engagement.

H. Gift Policy – Water System employees are prohibited from soliciting, accepting, or agreeing to accept any gifts from outside sources; please see the SAWS Gift Policy at the website address:

<https://www.saws.org/about-saws/code-of-ethical-standards/>

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

SUBMITTAL RESPONSE CHECKLIST

Project Name: **Executive Recruiting Services RFP** _____

Firm Name: _____

Use the checklist to ensure that the proposal is complete by checking off each item included with your response. Sign and date this form and include this page with each proposal.

File 1

Compensation Proposal (Attachment A)

File 2

- Respondent Questionnaire
- Completed and signed W-9 Form, and include email address or fax number
- Key Personnel and Resumes (including Organizational Chart)
- Company Experience
- Project Approach
- Copy of Current Certificate of Liability Insurance or Letter from Insurance Agent
- Exhibit B – Conflict of Interest Questionnaire

I certify that the proposal submitted includes the items as indicated above.

Signature

Date

Printed Name

Title



RESPONDENT QUESTIONNAIRE

PROJECT NAME: Executive Recruiting Services RFP

Instructions: The Respondent Questionnaire is a required questionnaire. If not applicable, please enter N/A. 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-Consultants 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. **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. **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.

9. Provide any other names under which Respondent has operated within the last 10 years. If not applicable, please enter N/A.

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

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

Yes No

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

Yes No

c. Have you or any member of your Firm or Team to be assigned to this project been involved in any claim or litigation with the San Antonio Water System 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.

11. 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

12. Security Procedures: Respondent acknowledges having read the security procedures in Exhibit C 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

13. Company Profile:

a. Does your company have an office in San Antonio, TX?

Yes No

b. If your company has an office in San Antonio, what date was the office established? Please list the date in Month/Day/Year format in the following blanks: ____/____/____

c. What is the actual total number of current full-time employees in San Antonio? Please list the actual, current number in the following blank: _____

d. Where is the corporate headquarters for your company located? Please list the city and state in the following blanks: _____, _____

e. How many total offices does your company have? Please list the total in the following blank: _____

f. Location of additional offices: Please list the city(ies) and state(s) in the following blanks:

_____, _____

_____, _____

_____, _____ (add additional lines if necessary)

g. What is the actual total number of current full-time employees that your company has, across all offices, company-wide? Please list the number in the following blank: _____

14. Government Code Chapter 2275 verifications:

a. Are you, Contractor, held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2275?

Yes No

b. Are you, Contractor, held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2275?

Yes No

c. Are you, Contractor, headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2275?

Yes No

15. Contract Terms and Conditions: Respondent acknowledges having read the contract 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 deadline.

16. 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

**Attachment A
Compensation Proposal
Executive Recruiting Services RFP**

Firm Name: _____

Respondent shall propose pricing for both external and internal candidates as either a percentage of the selected candidates salary, or a flat fee. Respondent's response shall detail all aspects of proposed pricing including the salary ranges.

Percentage of selected employee's salary:

Description	Percentage	Salary Range
PLACEMENT FEE Percentage of employee's salary (external candidate)	%	
PLACEMENT FEE Percentage of employee's salary (internal candidate)	%	
Expenses (if any)¹	\$	N/A

OR Flat fee:

Description	Flat Fee	Salary Range
PLACEMENT FEE Flat fee (external candidate)		
PLACEMENT FEE Flat fee (internal candidate)		
Expenses (if any)¹	\$	N/A

Note: SAWS will arrange and reimburse for travel expenses for final candidates to be interviewed by SAWS and should not be included as part of Respondent's expenses.

Additional Information:

1. What payment term does your firm offer? _____

2. Describe your firm's invoicing capabilities. _____

¹ If Respondent anticipates expenses and indicates this in the section above, they must adhere to the SAWS' Consultant and Contractor Reimbursable Expense Policy.

Exhibit A
SAWS STANDARD INSURANCE &
CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

1. **Commercial Insurance Specifications (“Specifications”):**

a. Commencing on the date of this Contract, the Consultant shall, at its own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect it and San Antonio Water System (SAWS) and City of San Antonio (COSA) and their employees and agents from claims, which may arise out of or result from its operations under this Contract, whether such operations are done itself, 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 COSA 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 COSA 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 COSA 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 COSA from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the Consultant, SAWS and COSA 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 Consultants;
- 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 San Antonio Water System, and City of San Antonio as an **Additional Insured** for both ongoing and completed operations; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and COSA.
4. **Commercial/Business Automobile Liability (AL)** insurance that will protect the Consultant, SAWS and COSA 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 COSA as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and COSA.
5. **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.
- b. 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.
 - 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 COSA 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 WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits.
 - h. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the Consultant from compliance herewith.
 - i. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and COSA 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.
 - j. 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.

- 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, COSA 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 COSA allow modification whereupon SAWS and COSA 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:

- 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**.

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 and City of San Antonio
***Ref. # [SAWS Vendor ID]-[Contract Number]**
P.O. Box 2449
San Antonio, TX 78298-2449

**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.*

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) **Effective January 17, 2025, Certificates of Insurance must be uploaded into CertFocus by Vertikal RMS System as follows:**

- i. Upon written confirmation of your selection pending final Board Approval, you will receive a unique URL hyperlink via email to the SAWS Project in the CertFocus by Vertikal system. No Login or Password is required to access the system.
- ii. Utilizing the assigned project hyperlink, you will be required to upload Certificates of Insurance into the CertFocus System. The certificate will be reviewed for compliance by Vertikal. If the certificate is deemed noncompliant, the certificate will be rejected, and you will be provided with instructions for correction.
- iii. **Questions** regarding certificate uploads should be directed to Vertikal RMS at: **(877-576-2378)**

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit C

SECURITY PROCEDURES

If work will be conducted on SAWS property, on SAWS infrastructure, on a SAWS customer's property, or involve any SAWS networks, or any SAWS facility, the Contractor shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter are properly completed for all employees and sub-contractors performing work under this Contract. All paperwork must be received and on file with SAWS Security prior to work commencement. Background checks must, at a minimum, include Sex Offender Registry, Texas Statewide Criminal, U.S. Patriot Act/Global Terrorist Watchlist, Residency History, Social Security Alert and Federal Criminal Records check. The Contractor may use any background check provider that is accredited by the Professional Background Screening Association (PBSA). If any background check results in negative report(s), such background check results should be provided electronically to the SAWS Security Department Manager at steven.tijerina@saws.org for review and assessment for site access determination for the individual at issue. Such good faith review is at the sole and exclusive discretion of SAWS, and SAWS will notify the Contractor if the individual with background check negative report(s) is approved for site access. Any approved Sub-Contractors performing work on the contract must also be listed in the PCDF and the Background Screening Letter. Contractor shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining all required items (badges and/or parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Contractor shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Contractor shall immediately turn in all badges and/or parking tags of employees who are terminated or no longer performing work under this Contract. If Contractor becomes aware or reasonably should have become aware of any changes in the information contained in the PCDF or the Background Screening Letters, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide electronically updated PCDF and Background Screening Letter to securitygroup@saws.org. Once the project is completed, the Contractor shall return all badges and parking tags to the Badge Office.

Each employee and agent of Contractor shall obtain a SAWS photo identification badge (a "Contractor's Badge") and parking tag prior to any work on SAWS property or asset, which shall be used only for purposes necessary to perform the work under this Contract. SAWS Badge Office hours are every Wednesday and Friday from 8:00am to 12:00pm, excluding National and SAWS holidays (hours are subject to change). SAWS Security staff can be contacted at (210) 233-3177 or (210) 233-2343. Once the Project is completed, the Contractor shall return all Contractor Badges and parking tags to the Security Office. A Contractor who does not return the Contractor Badges or parking tags will be considered not in compliance with these procedures.

SAWS facilities require a SAWS employee to physically escort the Contractor at all times. SAWS may, at its sole discretion, waive the escort requirements if the PCDF and a background screening letter is on file with the SAWS Security Department. Waiver of the escort requirement shall only be approved through a written correspondence to Contractor from the SAWS Security Department.

Sub-contractors must always be under escort of Contractor while performing work on any SAWS property or asset. Sub-contractors must display the Contractor's Badge at all times while working on any SAWS property or asset. Sub-contractors are required to complete a background screening and be listed on the PCDF regardless of receiving a Contractor's Badge. The Contractor is solely responsible for the actions of its employees, agents, sub-contractors and consultants.

Contractor is responsible for being in compliance with SAWS Security requirements and for maintaining security of SAWS property, infrastructure, SAWS customer's property, networks, and facilities for the length of the Project. Security incidents must be reported to SAWS Security immediately at (210) 233-3338.

If the Contractor plans to leave the site unsecure or provide open access to the job site during the Project, they must provide a SAWS-approved security guard to monitor ingress and egress to the SAWS site.

If Contractor takes any action that diminishes the security of a SAWS site, Contractor will be responsible for providing additional security requirements at its expense. Some examples of additional requirements that SAWS may require include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Contractor shall follow and abide by security standards as set forth by the SAWS Security Department.

Advance coordination by Contractor with SAWS Security for these security requirements is necessary to ensure no delays with

timely performance of work. Any other provision of this Contract notwithstanding, in the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty, claim of any nature (including but not limited to breach of contract) against SAWS by the Contractor:

- Issue a Work Stoppage Order until the security violation (s) are remedied.
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items or deficiencies are remedied to SAWS's satisfaction.

Exhibit D
SAMPLE CONTRACT



SAN ANTONIO WATER SYSTEM
LETTER AGREEMENT

Contract No.

Date

Reference: Candidate Search Services –Chief of Internal Audit

Dear:

By this letter (the “Letter Agreement” or “Agreement”), for good and valuable consideration the sufficiency of which the parties acknowledge by their execution of this Letter Agreement below, the San Antonio Water System, an agency of the City of San Antonio in the State of Texas (“SAWS”) hereby agrees to engage _____. (“Consultant”) to provide Executive Recruiting Services –Chief of Internal Audit (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 “B”** 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 day the Agreement is fully executed (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 _____, whichever occurs first.

As compensation for all fees, costs, reimbursable expenses and services defined by this Letter Agreement shall be a not to exceed amount of **\$ 00,000.00 – X Dollars** (“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 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 "C"** 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 and D** 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 ensure 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’ Code of Ethical Standards. Section M of SAWS’ 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) 233-3372.

Best Regards,

Diana L. Woltersdorf
Director - Contracting

Date _____

Agreed to by Consultant,

Name
Company

Date _____

EXHIBIT A
COMPENSATION FOR CONSULTING AGREEMENT

Section 1 – Basis for Compensation

For candidates identified and presented by Consultant to Water System and subsequently hired by Water System as its Chief of Internal Audit (or equivalent title), Consultant will receive a placement fee (“Placement Fee”) of \$ _____ for external candidates or \$ _____ for internal candidates.

It is agreed and understood that this amount, when earned, will constitute full compensation to the Consultant.

Upon satisfaction of payment terms outlined in the Agreement, should the employee recruited by Consultant terminate their employment with SAWS or be terminated by SAWS within six (6) months following the start date of the recruited employee, Consultant agrees to conduct a replacement search at no additional charge.

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.

Section 4 – Reimbursable Expenses

- 4.1 Reimbursable expenses of candidate travel shall only be reimbursed upon written approval of the Water System.
- 4.2 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.
- 4.3 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:

1. Coordinate with SAWS staff to garner a clear understanding of the job specifications, minimum requirements, preferred requirements, and expectations of the selected candidate for the position to be filled and shall use all available resources to conduct a national search to recruit candidates qualified for and interested in the position requested.
2. Submit a time schedule for the completion of services to SAWS.
3. Develop a recruitment marketing strategy that will highlight SAWS (mission, vision, values, and overall fundamentals/purpose) to include recommending appropriate advertisements that will attract a diverse applicant pool.
4. Pre-qualify candidates by conducting a thorough interview to verify the qualification of the candidates.
5. Provide a final list of Candidate Summary and list of not less than four (4) candidates meeting the qualifications of SAWS within forty (40) days after the date of the negotiated agreement.
6. Provide SAWS with a diverse list of candidates to include their resumes and a written summary of each of their qualifications. The summary shall also include their personal insights for each candidate, prequalification interview, listing the strengths and weaknesses of each candidate as they relate to the job specifications, minimum requirements and preferred qualifications for the position. To include the reasons why the candidate(s) are seeking employment, last/current compensation, and any other specific information requested by the SAWS.
7. Conduct reference checks with candidates submitted for consideration.
8. SAWS will pay a moderate fee for travel expenses for selected candidates to be interviewed.
9. 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.
10. Coordinate the selected candidates' schedules and participation in the interviews. Notify each interviewed candidate of the status of their face-to-face interview. Facilitate the in person interview with the SAWS Hiring Committee.
11. Assist SAWS management in tendering an offer to the selected candidate and obtaining acceptance of Offers of Employment.
12. Coordinate with SAWS staff to garner a clear understanding of the job specifications, minimum requirements, preferred requirements, and expectations of the selected candidate for

the position to be filled and shall use all available resources to conduct a national search to recruit candidates qualified for and interested in the position requested.

EXHIBIT C
SAWS INSURANCE SPECIFICATIONS

1. Commercial Insurance Specifications (“Specifications”):

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:

- a) 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.

- b) 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.

2. SAWS Basic Insurance Requirements. CONSULTANT also agrees to all of the SAWS Basic Insurance Requirements (Version 1 [10/6/2017]), located at https://www.saws.org/business_center/ContractSol/SNO_Drill.cfm?id=2062&View=Yes and incorporated by reference herein. A printed copy of these insurance requirements will be made available upon request.

3. SURVIVAL

Any and all representations, conditions and warranties made by Consultant under this Contract 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.

**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.