CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")

for

WOODLAWN LAKE PARK MULTI-GENERATIONAL CENTER
RFCSP: #PUBLICWORKS04222020JEC

Release Date: April 22, 2020
Proposals Due: June 09, 2020; 2:00 PM Central Standard Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

(1) Any individual seeking a high-profile contract;
(2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
(3) The legal signatory of the high-profile contract;
(4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
(5) Subcontractors hired or retained to provide services under the high-profile contract; and
(6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

For this solicitation, the first-day contributions are prohibited is Wednesday, May 06, 2020.
The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

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

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ATTACHMENTS

General Conditions	Exhibit A
General Wage Decision Number [TX20200231 02/14/2020]	Exhibit B
Payment and Performance Bond Templates	Exhibit C
SBEDA Ordinance Contract Provisions	Exhibit D

Forms for Submittal with Statement of Qualifications:

Submittal Checklist and Table of Contents	Form 1

Required Forms (to be submitted in separate packet):

Submittal Cover/Signature Sheet	Form 2
Contracts Disclosure Form	Form 3
Litigation Disclosure Form	Form 4
SBEDA: Subcontractor/Supplier Utilization Plan	Form 5

Woodlawn Park Multi-Generational Center
(RFCSP: ID # PUBLICWORKS04222020JEC)

I. BACKGROUND

The City of San Antonio (hereafter referred to as "City"), Public Works Department (hereafter referred to as "PW") is seeking qualifications and Requests for Competitive Sealed Proposals (hereafter referred to as a "RFCSP") from qualified firms to provide construction services for the Woodlawn Lake Park Multi-Generational Center Project (hereafter referred to as "the Project").

In May 2017, voters approved the 2017-2022 Bond Program, which authorized $5 Million for the Multi-Generational Center. The Berta Almaguer Dance Studio located within the Woodlawn Lake area was built in 1953 and was used as a club house for the Angler's Club and as a dance studio.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

The project includes demolition of the existing Berta Almaguer Dance Studio and construction of a new larger facility which will include dance studios, classrooms, a large common room, a patio overlooking the Casting Pond, staff offices and needed storage and changing facilities for the dance program. In addition to Parks programming, the classrooms will be available to neighborhood groups for meetings. Materials will be salvaged from the existing Berta Almaguer building for reuse in the new project. This project will also include upgrades to the existing 1.4 mile walking trail around Woodlawn Lake, an extension of the Linear Creekways trail through the site and a protected crosswalk.

Plans and Specifications of the Construction Documents: May downloaded on the CivCast website at https://www.civcastusa.com/bids. Answers by Consultant and/or City shall be posted on the CivCast website or given in writing to all prospective Respondents in Addendum form to this solicitation. All provisions and requirements of such issued addenda shall supersede or modify affected portions of the Specifications. All addenda shall be made a part of the Project's Contract Documents. No other explanation or interpretation, with regard to provisions and/or requirements shall be considered official or binding upon City. Addenda shall be posted on the CivCast website at https://www.civcastusa.com/bids, along with the Project solicitation documents. Respondent understands and agrees that Respondent is responsible for obtaining all issued Addenda and adhering to all requirements in any issued Addenda. City shall not be responsible for incorrect information obtained through other sources

Calendar Days: Respondent understands and agrees that this is 365 calendar day project duration.

Contract Budget: The estimated budget for this contract is $4,355,000.00.

Liquidated Damages for Delay in Substantial Completion and Final Completion: The Contractor will be expected to begin construction in accordance with Article 1 –General Provisions, Section 1.2.4, Notice to Proceed and Commencement of Contract Times in the General Conditions-City of San Antonio Construction Contracts. In the event the selected Respondent fails to achieve Substantial Completion and/or Final Completion of the Project by the dates established for Substantial Completion and/or Final Completion, Respondent hereby accepts and agrees it shall pay City the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion and/or Final Completion beyond the Scheduled Completion/Final Completion dates. Any sums due and payable hereunder to City shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages sustained by City, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Respondent has been terminated by City prior to Substantial Completion, so long as Respondent's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Respondent's performance hereunder, for matters other than delays in Substantial Completion/Final Completion. When City reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Respondent an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Respondent overcomes the delay in achieving Substantial Completion and/or Final Completion or any part thereof, for which City has withheld payment, City promptly shall release to Respondent those funds withheld but no longer applicable as Liquidated Damages. The Liquidated Damages are displayed in the following table:

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
1	Substantial Completion	NTP	365 Calendar Days	**$2,500.00 per day**
2	Final Completion	Substantial Completion	30 Calendar Days	**$1,070.00 per day**

General Conditions for City of San Antonio Construction Contracts: Respondent shall review City's General Conditions for City of San Antonio Construction Contracts, provided and attached hereto, labeled as **Exhibit A** and incorporated herein by reference, and provide written comments and/or concerns regarding said General Conditions in Respondent's submitted proposal under **"Tab 3"**. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in Respondent's submitted proposal under "**Tab 3"**. If no objections are submitted by the Respondent, City shall presume that Respondent accepts the terms, conditions and requirements of City's General Conditions.

Wage & Labor Standard Provisions & Prevailing Wage Rates: The selected Respondent shall comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a public works Contract and Chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This prevailing wage requirement includes overtime regulations. Respondent shall refer to the General Wage Decision Number **TX20200231 02/14/2020**, attached hereto, incorporated by reference herein and labeled as **"Exhibit B"**.

Payment and Performance Bonds: Upon City Council approval, the selected Respondent shall furnish City with payment and performance bonds, in accordance with the provisions of Chapter 2253 of the Texas Government Code required for this Project have been attached hereto, incorporated by reference herein and labeled as **"Exhibit C"**.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference:	**May 06, 2020 at 10:00 A.M., CST**
Deadline for Submission of Written Questions:	**May 19, 2020 at 4:00 P.M., CST**
Responses Due:	**June 09, 2020 at 2:00 P.M., CST**
Interviews, if necessary	**July 2020**
Anticipated City Council Consideration	**September 2020 *subject to change***

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled, for Wednesday, May 06, 2020 at 10:00 A.M. Central Standard Time. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001
Meeting number (access code): 283 181 688
Meeting Password: JedZmPiP288
WebEx Link: https://sanantonio.webex.com/sanantonio/j.php?MTID=m123a8ac4ef9854ab64eb9544f9d2c838

Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents who join the WebEx Pre-Submittal Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.
Respondent is encouraged to submit written questions concerning this RFP through the CivCast website at least five (5) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings.
City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference, as well as being posted on the CivCast website at https://www.civcastusa.com/bids.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain City's official responses to issues raised during the Pre-Submittal Conference and posted on the CivCast website at https://www.civcastusa.com/bids. Any oral response given at the Pre-Submittal Conference that is not confirmed in the posted written summary from the Pre-Submittal Conference or in a subsequent addendum shall not be official or binding on City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. PROPOSAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

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

Respondent's proposal shall include the following items included in Submittal Checklist & Table of Contents in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and labeled as "Tab 1")** – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's submittal.

2. **EXECUTIVE SUMMARY (Indexed and labeled as "Tab 2")** – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary shall state the number of years Respondent's team has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.

3. **GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 3")** – Respondent shall review the General Conditions, provided hereto and made a part hereof and labeled as RFCSP **Exhibit A**, and provide written comments and/or concerns regarding the General Conditions. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in this **Tab 3**. If no objections are submitted by the Respondent, City and Respondent agree Respondent shall sign the Contract as presented, if a contract is awarded.

4. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 4")** – Respondent shall provide a maximum of five (5) letters of reference including contact information.

5. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section V** of this RFCSP considering the project defined in this solicitation. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's proposal to indicate its team has met or exceeded the minimum qualifications provided in **Section V** of this RFCSP in proposal.

   City shall conduct a comprehensive, fair and impartial evaluation of all proposals received, in response to this RFCSP. It currently is anticipated City shall appoint and utilize a selection committee to perform said evaluation.

   The following Evaluation Criteria shall be used, in recommending the award of this Contract:

A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultant (25 Points)

Respondent shall respond to the following items, as they relate to Scope of Work:

1. **Experience (Indexed and Labeled as "Tab 5")** – City shall consider the relevance of past experience of Respondent. Respondent shall provide a narrative, on (1) page, describing the Respondent's qualifications, as they relate to the referenced scope of services in this solicitation.

2. **Project Sheets (Indexed and Labeled as "Tab 6")** – Respondent's proposal shall include a maximum of three (3) project sheets, limited to one (1) page for each project included, which shall describe similar construction projects Respondent has completed within the last five (5) years. Each project sheet shall include the following:
   1. Name and Description of the completed project, including any similarity to the Project defined in this solicitation;
   2. Year(s) of work on the cited project;
   3. Respondent's role in the cited project;
   4. Project Manager;
   5. Superintendent;
   6. Cited project's original and final construction contract amounts (explain inconsistencies);
   7. Cited project's proposed completion date and the actual completion date achieved (explain inconsistencies);
   8. Cited project's owner's name and the name of the representative (if different) who served as the day-to-day liaison for the cited project, in the following format:

   a. Name of Owner: _____
   b. Name of Owner's representative: _____
   c. Representative's Phone Number: _____
   d. Representative's E-mail: _____

3. Proposed Key Personnel/Organizational Chart (Indexed and Labeled as "Tab 7") –Provide a detailed organizational chart of Respondent's proposed team, identifying key personnel who will be committed to work on the various tasks for this Contract.

Label assignments as:
- Project Manager
- Superintendent
- Safety Coordinator
- Chief Estimator
- Communications Officer – (Public Outreach)

4. **Resumes (Indexed and Labeled as "Tab 8")** – Respondent shall submit one (1) page resumes for all its key team members. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.

Resumes also shall include:
- the license type (if applicable) and number of years licensed,
- Number of years employed with the firm
- Number of years' experience in proposed role corresponding to the assignments included in the organizational chart
- City of residence

B. Understanding of the Project and Construction Management Plan (25 Points)

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

1. **Project Understanding (Indexed and Labeled as "Tab 9")**

Respondent shall limit its response to the following items to one (1) page:

- Describe Respondent's understanding of the primary objectives of the Project; and
- Describe the constraints and technical challenges related to design and construction Respondent foresees and Respondent's approach to addressing each.

- Describe the Respondent's approach to the salvage and storage of materials from the existing building for reuse in the new building
- Alternate #1 Walking Trail Improvements will need to be completed earlier than the building portion of the project. Describe the Respondent's method of managing and completing the distinctly different portions of the work on different time frames.
- Describe the respondent's approach to phasing Alternate #1 Walking Trail Improvements portion of the work so that the majority of the trail can remain open to the public's use during the construction.

2. Construction Management Plan (Indexed and Labeled as "Tab 10")

Respondent shall limit its response to the following items to a total of two (2) pages:

- Describe Respondent's project management approach and team organization, for the provision of the services outlined in this solicitation;
- Describe Respondent's Quality Control/Quality Assurance process, approach and capabilities to maintain quality control of the construction documents and construction;
- Describe Respondent's approach to managing the quality of Subcontractors;
- Describe Respondents ability to coordinate work with all Project stakeholders;
- Describe Respondent's approach to assuring timely completion of construction, including methods for schedule recovery, if necessary.

3. Work Sequence Plan/Project Schedule (Indexed and Labeled as "Tab 11")

- Work sequence plan/project schedule is required as part of the bidder's proposal and should be based on an assumed start date of July 6, 2020.
- The work sequence plan/project schedule shall outline the proposed overall timeline and incremental timelines for each work phase in each work area per the work area diagrams in the construction drawings. The work area diagrams depict, generally, the extent of property available to the contractor for a given segment of the work. Note that the diagrams are schematic and do not include every detail of a given work area. **The Respondent should become thoroughly familiar with each work area and shall consider all existing conditions and proposed construction in the development of the work sequence plan.**
- Include proposed calendar dates for commencement and completion of each work area and total proposed calendar days/dates for final completion.
- This project is anticipated to have multiple substantial completion dates but a single final completion date.
- This project has multiple phases, which the walking trail improvements (Alternate 1) (if accepted) will need to be completed in phases and earlier than the building phase.

C. Overall evaluation of the firm/team and its ability to provide the required services. (10 Points)

Respondent shall limit its response to the following items to a total of two (2) pages:

- Local area construction costs and practices;
- Experience in downtown San Antonio construction projects, conditions and constraints;
- Involvement in project development, as it relates to public awareness in the local area;
- Respondent's experience with public utilities within the San Antonio and/or surrounding area;
- Building code requirements.

D. Price Proposal (20 Points)

City shall evaluate Respondent's **Price Proposal** for the base proposal. Respondent's Price Proposal will be entered in the **Bid Form** section of the CivCast website at https://www.civcastusa.com/bids. The submitted Price Proposal reflecting the lowest price total including the base proposal, allowances (if any) and all City-accepted alternates (if any) shall receive the maximum twenty (20) points. Kindly refer to formula and example listed below:

Formula: Lowest price proposal/Firm's price proposal X 20 points = Score, rounded to the nearest tenth.

Example:

RESPONDENT:	PROPOSAL AMOUNT (INCLUDING ALLOWANCES AND ALL DEDUCTIVE ALTERNATES):	CALCULATION:	POINTS AWARDED:
A	$725,000.00	595,000/725,000 x 20	16.4
B	$625,000.00	595,000/625,000 x 20	19.0
C	$600,000.00	595,000/600,000 x 20	19.8
D	$595,000.00	595,000/595,000 x 20	20.0

E. SBEDA – (20 Points)

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

SBE Prime Contract Program – 10 Points
M/WBE Prime Contract Program – 10 Points

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

No evaluation criteria points will be awarded to non-SBE and/or non-M/WBE **Prime CONTRACTORs**.

Each proposal shall be analyzed, to determine overall responsiveness, and consideration shall be given to a combination of price and other factors, such that City may determine which Respondents' proposal will provide the best value to City. If City elects to conduct interviews of one or more Respondents, in connection with this solicitation, Respondent(s) shall be notified in writing and an interview date shall be scheduled.

Each proposal shall be analyzed, to determine overall responsiveness, and consideration shall be given to a combination of price and other factors, such that City may determine which Respondents' proposal will provide the best value to City. If City elects to conduct interviews of one or more Respondents, in connection with this solicitation, Respondent(s) shall be notified in writing and an interview date shall be scheduled.

Evaluation Criteria Summary	Maximum Points
A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants	25
B. Understanding of the Project and Proposed Management Plan	25
C. Overall evaluation of the firm/team and its ability to provide the required services	10
D. Price Proposal	20
E. SBEDA –SBE Prime Contract Program M/WBE Prime Contract Program	10 10

Total Maximum	100 Points

Required Forms (to be uploaded individually):
City shall conduct due diligence and analysis of the following required forms:

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent shall include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement.

2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf, print a copy of the completed form and include in the packet of required forms. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Discretionary Contracts Disclosure Form.

3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form.

4. **SMALL BUSINESS ECONOMIC DEVELOPMENT UTILIZATION PLAN or COMMITMENT FORM (Form #5)** – Respondent shall submit a completed and signed Subcontractor/Supplier Utilization Plan Form indicating Respondent's firm commitment to satisfy the established **(23%)** subcontracting goal to Minority/Women Business Enterprise (M/WBE) and (**3%**) African American Business Enterprise (AABE) for this Project. If Respondent believes they cannot meet the subcontracting goal, Respondent must also submit a Waiver Request Form as part of the required forms. The Waiver Request Form may be download at https://www.sanantonio.gov/SBO/Form.

5. **PROPOSAL GUARANTEE** – Each Offer Proposal must be accompanied by an original Proposal Guarantee issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of Proposal.

6. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificate.

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

   a. Having a value greater than $50,000
   b. Requiring San Antonio City Council approval and/or
   c. Renewals, extensions or amendments requiring the approval of the San Antonio City Council.

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

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

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

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

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

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

VI. SUBMISSION INSTRUCTIONS

Online bidding will be utilized via CivCast at https://www.civcastusa.com/bids. Online bid services will open for bidding on April 22, 2020 and close on June 09, 2020 at 2:00 P.M. CST. Follow submittal instructions on https://www.civcastusa.com/. **Hard Copies will not be accepted for this solicitation**. Bid results will not be read out loud in City Council Chambers.

For Bid Opening, bids will be publicly read aloud online through WebEx meeting at 2:00 pm, Central Standard Time, on the day the bids are due. Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001
Meeting number (access code): 800 719 693
Meeting Password: C73jf33E6RW
WebEx Link: https://sanantonio.webex.com/sanantonio/j.php?MTID=mf98fc43deb61944b7ed8bbf1eee83867

Hard Copies, proposals sent by facsimile or email will not be accepted.

Please adhere to the following criteria:

- No smaller than 11-point font.
- Be succinct and clear.
- Keep your submittal relevant to the target project.
- Each submittal shall include the sections and attachments in the sequence listed in **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFCSP.
- All pages shall be numbered, and all sections shall adhere to page limits. If a section does not have a page limit specified; there are not page limits for that section.

To correctly submit a response to this RFCSP, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

VII. AMENDMENTS TO RFCSP

Changes, amendments or written responses to questions received in compliance with **Section VIII**, Restrictions on Communication herein, will be posted on the CivCast website at https://www.civcastusa.com/bids. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of its proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII**, Restrictions on Communication, it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VIII. RESTRICTION ON COMMUNICATIONS

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.
As used herein, City Official is defined as the Mayor; members of City Council; Municipal Court Judges and Magistrates; City Manager; Deputy City Manager; City Clerk; Deputy City Clerk; Assistant City Clerk; Assistant City Managers; Assistants to City Manager; all City department heads and assistant department heads; Internal Auditor and Assistant Internal Auditors; Compliance Auditor; Assistant to City Council; Assistants to City Council, including contract personnel; Assistant to Mayor; Assistants to the Mayor, including contract personnel; Executive Secretaries; Public Utilities Supervisor; members of bid committees; members of the Historic and Design Review Commission; Zoning Commission; and members of any board or commission that is more than advisory in nature.

Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask verbal questions concerning this RFCSP at the Project's Pre-Submittal Conference.
2. Respondent must submit questions concerning this RFCSP through the CivCast website at https://www.civcastusa.com/bids until **4:00 PM (Central Standard Time), Tuesday, May 19, 2020**. Questions received after the stated deadline shall not be answered.

   Questions must be sent to the CivCast website at: https://www.civcastusa.com/bids

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3932 or by e-mail at SBEDAdocs@sanantonio.gov.
4. This exception to the restriction on communication does not apply to the Small Business Office during the solicitation period. After the solicitation closing date, there is no contact permitted to the Small Business Office regarding this solicitation.
5. Respondent shall provide responses to any questions asked of it by City's Staff Contact Person and/or his/her designee about City's SBEDA Program both before and after responses are received and opened. During the interview stage of this selection, if any, verbal questions to Respondent and Respondent's answers and explanations shall be permitted. If interviews are conducted, Respondent shall not bring lobbyists. City reserves the right to exclude any persons from such selection committee meetings/interviews as it deems in City's best interests.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

A. A Contract, if awarded, shall be awarded to a Respondent whose proposal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.

B. City may accept any proposal in whole or in part. If subsequent contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to San Antonio City Council approval.

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

D. By executing the Submittal Cover / Signature Sheet, Respondent agrees to be bound by the terms therein. Respondent acknowledges it has received all Addenda and agrees to be bound by the terms, conditions and requirements of this submitted proposal, all documents listed in the RFCSP Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council. All Contract documents are not binding on City until approved by the San Antonio City Attorney's office and the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of bonds and insurance required in City's General Conditions for City of San Antonio Construction Contracts and until City signs the Notice to Proceed. In the event the parties cannot negotiate within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

E. This RFCSP does not commit City to enter to an agreement or award any services related to this RFCSP, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.

F. City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system and submit Project schedules as City dictates.

G. **Conflicts of Interest**: Respondent acknowledges that it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract entered into with City or any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his/her parent, child or spouse; a business entity in which he/she or his/her parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity listed by Respondent is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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

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

(1) begins contract discussions or negotiations with City; or
(2) submits to City an application, response to a request for proposal, offers, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf.

In addition to the CIQ form, City requires individuals to submit a CIQ Addendum. The CIQ Addendum is available from City:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf.

Completed CIQ forms and CIQ addendum forms may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. Respondent shall consult its own legal advisor if it has any questions regarding the statute, CIQ form or CIQ Addendum.

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

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

M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process followed by City, Respondent shall deliver a written request to the Director of PUBLIC WORKS within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the PUBLIC WORKS Director receives a timely written request, the PUBLIC WORKS Director (or his/her designee) shall review Respondents concerns and City's solicitation process for legitimacy and procedural correctness. After performing a full review, the PUBLIC WORKS Director shall notify Respondent in writing of his/her determination.

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

(a) is not the selected Respondent; and

(b) has not been debriefed since January 1, 2020.

Once Respondent has been debriefed, it shall not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria that desires an individual proposal debriefing shall deliver a written request to the PUBLIC WORKS Contract Services Division within seven (7) calendar days from the date a Notice of Non-Selection was sent.

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

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

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

R. **TEXAS GOVERNMENT CODE §2270.002:**

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

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

Q.1 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Q.2 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

S. **TEXAS GOVERNMENT CODE § 2252.152:**

Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

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

T**. S.B. 943 – Disclosure Requirements for Certain Government Contracts.**

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.