



REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

**Job Order Contracting (JOC) Program
RFCSP: 2024-043**

**Release Date: Friday, April 5, 2024
Proposals Due: Tuesday, June 4, 2024, 2:00 P.M., Central Time (CT)**

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 Friday, April 19, 2024.
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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Job Order Contracting (JOC) Program

RFCSP: 2024-043

I. BACKGROUND

The City of San Antonio (City), Public Works Department (PW) is issuing a Request for Competitive Sealed Proposals (RFCSP) for qualified firms (Respondents) to provide job order contracting construction services for the City's Job Order Contracting Program (JOC Program).

Texas Government Code (TGC) 2269, Subchapter 1 governs JOC methodology. JOC Programs have become widely accepted and utilized throughout the public sector. JOC is an innovative, performance based contracting technique, created for facilities maintenance, construction-related services, designed to accomplish maintenance, alteration, renovation, remediation, and minor construction of facilities when work is of a recurring nature but delivery times, and type of quantity of work required are indefinite. JOC can obtain greater contractor performance in relation to smaller projects in a cost effective and timely manner. The JOC Program utilizes individual Job Orders on an as-needed basis, under one or more indefinite delivery indefinite quantity contracts with Job Order Contract Contractors (JOCC or Contractor). A JOC is best used for small to medium, multi-trade, maintenance, repair, renovation, and minor construction projects and is governed by a period of time (term) and established by a Unit Price Book (UPB) with an adjustment factor (coefficient). The JOC Program will consist of base contracts with qualified contractors for the purpose of performing job order assignments on a reoccurring basis.

The City currently owns approximately 825 buildings, and leases 56 office spaces, as well as other projects of interest to the City, that may require a variety of minor construction, repair, rehabilitation or alteration services. As a facility need is identified, the City may assign said project to an awarded JOCC for negotiation. The awarded JOCC shall review scope of work and provide an estimate and schedule(s) of work to be accomplished. The City reviews the proposal and negotiates using line items and quantities. When the City accepts the JOCC's proposal and line items, it will be negotiated using line items and quantities and accepted with firm fixed price and notice to proceed authorization (NTP) shall be granted via a Task Order (TO) in PrimeLink, the City's internet-based project management software for submitting and approving TOs and invoices.

The City intends to award **up to eight (8) contracts** based on scoring by a selections committee, as result of this RFCSP. **The contract term will be an initial base period of two (2) years.** At City's option, this Contract may be **renewed annually under the same terms and conditions for up to three (3), one (1) year period(s).** It is anticipated that the **collective contracts will have a spending authority of \$120,000,000.00 including all possible contract years.** The City does not guarantee any number of projects, task orders, or dollar amounts to be allocated to any awardee, during any contract year.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

Definitions:

Job Order Contracting or Job Order Contract: A highly responsive contracting method that allows for services where the work is for indefinite delivery and indefinite quantities and where TOs are awarded substantially based on pre-described and pre-priced tasks. A Job Order Contract also involves the simultaneous accomplishment of multiple projects and may require the use of multiple subcontractors.

Job Order or Job Order Assignment: The individual assignment and the project level agreement for specific work to be performed under this procurement. Job Order, being an industry standard, is used hereafter interchangeably, known by the City's PrimeLink identifier of TO or TOs. Each individual TO (or Job Order) becomes, in effect, a unit price contract, with a not-to-exceed amount established, and is administered accordingly.

Coefficients: A numerical adjustment factor that represents costs not considered as included in any line item associated to the Unit Price Book (UPB), including but not limited to general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor's profit, and indirect costs. Separate coefficients may be used for standard working hours and non-standard working hours **(See Form #8 and Exhibits D & E)**.

Unit Price Book (UPB): A published comprehensive list of construction line items with pre-determined prices that will be paid per unit of each line item. For this procurement the Bare Costs total in the latest R.S. Means Facilities Construction Cost Data ©, with certain exceptions that are in Exhibit D & E will be used as the UPB. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit, resulting in "bare cost totals". The City of San Antonio City Costs Index "total weighted average" will be applied to the R.S. Means prices prior to usage of the coefficient. Contract wage rates are specified in Section "Wage & Labor Standard Provisions & Prevailing Wage Rates" and include the City of San Antonio Minimum Wage. **(See Form #8 and Exhibits D & E)**

Non-priced Item: A necessary, but incidental, part of a job or project ordered under a TO that is not susceptible to unit pricing using the pre-priced tasks in the Unit Price Book. The proposed cost of all non-priced items (NPI) in the cost proposal shall include all contractor cost items otherwise included in the Coefficient used for non-priced items. No variable Coefficient shall be applied to NPI items, and all respondents will have the same standard maximum 15% markup (1.15 coefficient), applied to NPI items. Non-priced items shall not exceed ten percent (10%) of the total cost for any Job Order Contract, unless an excess over such ten percent (10%) limit is (i) caused solely and directly because City has requested the inclusion of certain proprietary products in the Job Order, (ii) pre-approved by City ; and (iii) caused by the cost of the proprietary product that is determined to be a reasonable value by City, at the City's discretion.

Minor Construction: Work may include but is not limited to, as defined below; repairs, rehabilitation, alteration, and new construction. The demolition and construction to be within/on City owned existing facilities, buildings, leased properties or land. The ambiguous term of "Minor" is defined and quantified at the City's discretion.

New Construction: Work to site preparation for, and construction of, entirely new structures and/or significant extensions to existing structures whether the site was previously occupied.

Repairs: Work that includes the reparation of broken or malfunctioning systems and equipment, components or sub-components of a building, such as doors, electrical outlets, plumbing, flooring, sheetrock, air conditioning systems, etc.

Rehabilitation: Work involving the restoration of an office, floor, system or component of a system to restore functionality.

Alteration: Work that involves extending a wall, upgrading lighting fixtures, installing a door where one did not exist, replacing flooring, building enhancements, etc.

General Information and Requirements:

JOC Contract shall be a Task Order (TO) contract with each TO having a firm fixed price, with UPB line item back up multiplied against a coefficient. The JOC Contract is for an indefinite delivery and quantity (IDIQ) of a broad range of construction services, including, but not limited to; new and minor construction, repair, renovations, alterations, maintenance projects, and professional supervision on an as-needed basis. A JOCC acknowledges and accepts it will not be guaranteed a minimum or maximum amount of work. Specific work requirements shall be identified in individual Job Orders as deemed necessary by City.

The JOCC shall be responsible for providing all labor, materials, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals, badge access and quality control necessary to perform construction management and construction for each issued and accepted Job Order, unless otherwise authorized by City.

A contract awarded in response to this solicitation will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code.

The JOCC shall be responsible for complying with all federal, state, county, and city laws, codes, and ordinances applicable to the performance of any work under the contract awarded in connection with this solicitation.

The JOCC should expect to pay special attention to local environmental ordinances. In addition, the JOCC must comply with the Texas Government Code Chapters 2258 Prevailing Wage & 2253 Payment and Performance Bond:

- <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2258.htm>
- <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2253.htm>

City may request to see all Subcontractor bids, and City may, at any time, participate in a bid opening and may audit Job Order bid documents.

To determine the maximum price for any work performed pursuant to the JOC, coefficients or multipliers shall be applied by utilizing 4Clicks™ software (<https://www.4clicks.com>) and R.S. Means Facilities Construction Cost Data©. Therefore, before beginning work, City and the JOCC shall agree to a coefficient or multiplier to be applied to any line item from the R.S. Means Facilities Construction Cost Data © that will yield a maximum price inclusive of material, equipment and/or labor, performed during normal working hours.

In addition, before beginning work, City and a JOCC shall agree to a second coefficient or multiplier to be applied to any line item from the then current R.S. Means Facilities Construction Cost Data© that shall yield a maximum price inclusive of material, equipment, and/or labor, performed during nighttime and overtime working hours.

Maximum pricing shall be negotiated for job items not listed in the specified R.S. Means Facilities Construction Cost Data©. Negotiations shall require the JOCC to furnish, unless otherwise directed, a breakdown in enough detail to permit an analysis of all material, labor, equipment, and Subcontractor costs associated with the item. The maximum negotiated price is derived by then applying a 15% markup (1.15 coefficient) to the selected items. The City and the JOCC may also determine the appropriate price through market survey, before applying the markup.

Job Orders

1. With the exception of emergencies, any work required by the City shall be ordered through the issuance of a formal written job order containing the approved Job Order Proposal, along with a City issued TO.
2. Request for Job Order Proposals shall be submitted to the City at no additional cost. In the event Job Order Contracts are awarded to multiple Respondents, the City may elect, at its own discretion, to solicit TO Proposals from one or more of the awarded JOCC, depending upon the estimated value and/or complexity of the proposed project. Determination to solicit multiple proposals from the JOCCs or from only one JOCC shall be on a case-by-case, as deemed in the best interest of City. The City at its discretion may procure estimating services to assist the city with a benchmark for scope of work and budget determination.
3. Upon review of Job Order Proposals, the City shall have the right to reject all proposals, cancel the proposed project, rebid the work under any permissible procedure or perform the work utilizing City personnel. The City shall not be responsible for payment or costs incurred by the JOCC for the preparation and submission of a Job Order Proposal, regardless of project outcome. Should proposal be accepted submittal of a schedule is due within one week of NTP.
4. In the event design services, construction drawings and/or plans are required, the City shall either obtain said professional design services from City resources or from a third party, as deemed in the City's best interest.
5. The current R.S. Means Facilities Construction Cost Data © shall serve as a basis for establishing the maximum price and the value of work to be performed. Each JOCC's Job Order Proposal shall be submitted to the City and negotiated under the contract agreement.

Scheduling of Work

1. The first day of performance shall be the effective date specified in the Job Order. Any preliminary work started, materials ordered, or purchases made, prior to receipt of City's Job Order, will be at the JOCC's risk and expense.

2. The JOCC shall meticulously prosecute the Work to completion within the time set forth in the Job Order. The period of performance shall include allowance for the mobilization, holidays, weekend days' inclement weather, badging and cleanup; therefore, claims for delay, based upon said elements, shall not be allowed.
3. When the JOCC considers the Work to be complete and ready for its intended use, the JOCC shall notify the Project Manager, Point of Contact (POC), or City designee or the Departmental Representative representing the project. The city then shall inspect the Work, to determine the status of completion. In the event the City determines that the Work has been substantially completed, a Certificate of Substantial Completion shall be issued, listing remaining items to be completed and/or corrected prior to final payment of the Job Order. The JOCC promptly shall proceed to complete or correct items listed.
4. The JOCC shall ensure that the purchase, delivery and storage of materials and equipment shall be made without interference to City operations and personnel.
5. The JOCC shall be responsible for removing furniture and/or portable office equipment from the immediate work area, as well as replacing said furniture and/or portable office equipment to its original location upon work completion. If said items cannot be replaced within its original location, City shall designate alternate location(s) for placement.
6. The JOCC shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damage must be repaired or replaced by the JOCC at no additional cost to the City. The JOCC also shall be responsible for providing all necessary traffic control with Police, to include, but not limited to, street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
7. The JOCC shall be responsible for obtaining all required permits applicable to performance under any single order placed against this contract. The City shall be responsible for the cost of all required City permits.
8. The JOCC shall allow authorized City personnel to inspect and audit any books, documents, papers, data and records relating to Respondent's performance throughout the term of said JOC. City reserves the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by City to be incomplete or erroneous.

Safety Plan

The JOCC shall submit to City, within fifteen (15) calendar days following contract award, a Safety Plan. Said Safety Plan must address all aspects of the JOCC's safety procedures, including responsibility for OSHA compliance, drug testing, trend analysis, corrective action, and interface with City inspectors. Failure to submit the Safety Plan will result in City's not issuing TOs to the JOCC until said Safety Plan is submitted and approved by the City.

Project Manager

The JOCC's Project Manager shall be knowledgeable in multiple disciplines including, but not limited to, electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing. At City's discretion, Project Manager may be requested to be replaced if said Project Manager is not working in the best interest of the City.

Job Order Contract and General Conditions for City of San Antonio Construction Contracts

The JOCC shall comply with the Job Order Contract template provided hereto as "Exhibit A" and General Conditions for City of San Antonio Construction Contracts, provided hereto as "Exhibit B".

Funding Sources

City may use a variety of funding sources for the different Job Order(s) issued hereunder. Additional requirements may apply, depending on the funding source for a project. The City shall notify the JOCC at the time it seeks a proposal of the funding source and the requirements that must be complied with that Job Order. See the general Federal Grant Provisions attached hereto as "Exhibit J".

Liquidated Damages for Delay in Substantial Completion and Final Completion

The City reserves the discretion to issue Liquidated damages (LDs) with each task order. In the event the JOCC fails to achieve Substantial Completion and/or Final Completion of the Project by the dates established for Substantial

Completion and/or Final Completion, JOCC will be assessed liquidated damages for each calendar day of unexcused delay in achieving Substantial Completion and/or Final Completion beyond the Scheduled Completion/Final Completion dates. The daily assessed LD rates for substantial completion and final completion shall be determined for each task order at time of issuance. Any sums due and payable to the City shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages sustained by the City, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether JOCC has been terminated by the 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 JOCC's performance hereunder, for matters other than delays in Substantial Completion/Final Completion. When the 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 JOCC an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when JOCC overcomes the delay in achieving Substantial Completion and/or Final Completion or any part thereof, for which the City has withheld payment, the City shall promptly release to Respondent those funds withheld but no longer applicable as Liquidated Damages.

Wage & Labor Standard Provisions & Prevailing Wage Rates

The awarded JOCCs shall pay and shall require all of its Sub-Consultants and Subcontractors to pay prevailing wages, as defined and required by Chapter 2258 of the Texas Government Code, as well as required by the Wage and Labor Standard Provisions as amended in City Ordinance 2008-11-20-1045, said prevailing wages reflected on the then current Buildings Wage Determination in effect at the time the JOC contract is executed, for all work performed under issued Job Orders, unless a particular issued Job Order provides, with the City’s written concurrence, that prevailing wages are not required to be paid under that particular issued Job Order. JOCC acknowledges it shall utilize the Buildings Wage Determination when determining prevailing wages for all issued Job Orders. If JOCC is required to pay the prevailing wage for a job classification not found on the cited Buildings Wage Determination, JOCC shall utilize the Building Wage Determination in effect at the time this JOC contract is executed, with concurrence of that use of the Building Wage Determination job classification from City. The current Building Wage Determination, TX20240231, is attached herein, as “**Exhibit I**”, for reference.

Payment and Performance Bonds

Upon City Council approval of contract award, the JOCC shall furnish City with payment and performance bonds, in accordance with the provisions of Chapter 2269 of the Texas Government Code, based on the amount of any task order. The City’s Payment and Performance Bond templates are attached hereto as “**Exhibit H**”.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference:	April 17, 2024, at 9:30 a.m. CT
Workshop:	April 24, 2024, at 9:00 a.m. CT
Deadline for Submission of Written Questions:	May 8, 2024, at 4:00 p.m. CT
Responses Due:	June 4, 2024, at 2:00 p.m. CT
Evaluation of Proposals – (Interviews, if necessary)	June 2024
Anticipated City Council Consideration	October 2024

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled, for **April 17, 2024, at 9:30 a.m. CT**. The Pre-Submittal meeting will be held in person and virtually via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents who join the Pre-Submittal Conference are required to sign into the meeting using a QR code provided during the meeting. This will confirm Respondent's attendance and participation for the Pre-Submittal meeting.

The Pre-Submittal Conference will be held at the City of San Antonio Airport Center, **10100 Reunion Place, Boeing Conference Room 3rd Floor, San Antonio, Texas 78216**. **The event is not in the Airport Terminals**. The meeting is located adjacent to the San Antonio Airport in the Airport Center office building. City of San Antonio Airport Center guest access and security procedures are provided hereto as "Exhibit K".

Prospective Respondents may choose to join via WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 2631 179 9396

Meeting password: 3pP5WbwBta2

Join from meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m26be7aba346cbaf38c1b01961275e24c>

Respondents are encouraged to submit written questions concerning this RFCSP 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>.

This meeting place is accessible to disabled persons. The City of San Antonio, Aviation Boeing Conference Room is wheelchair accessible. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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 the City shall not be binding on City.

Parking Instructions:

The parking garage guard will direct you to park on the top floor of the parking garage (3rd floor). Take the garage elevator to 2nd floor (P2 level) and walk through the sliding door. Take the building elevator to the 3rd floor. The pre-Submittal will be on the third floor – you will see the meeting room as soon as you step off the elevator. Signage will be provided to direct you to the meeting room.

Kindly do not park in the visitor spaces out front of the building; use the parking garage instead.

V. WORKSHOP

A non-mandatory Workshop is scheduled, for **April 24, 2024, at 9:00 a.m. CT**. The Workshop will be held in person and virtually via WebEx. Attendance at the Workshop is optional, but highly encouraged. Respondents who join the Workshop are required to sign into the meeting using a QR code provided during the event. This will confirm Respondent's attendance and participation for the Workshop.

The workshop will be held to answer any questions bidders may have regarding 4Clicks™ Cost Data software, Job Order Contracting (JOC) Coefficients, Small Business Economic Development Advocacy (SBEDA), and Civcast reminders on submission deadlines. This meeting will not discuss items that was presented during the Pre-Submittal Conference.

The Workshop meeting will be held at the City of San Antonio Airport Center, 10100 Reunion Place, Boeing Conference Room 3rd Floor, San Antonio, Texas 78216. **The event is not in the Airport Terminals.** The meeting is located adjacent to the San Antonio Airport in the Airport Center office building. City of San Antonio Airport Center guest access and security procedures are provided hereto as “Exhibit K”.

Prospective Respondents may choose to join via WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 2632 564 9927

Meeting password: dJUGqqPA673

Join from meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mfb7824f9119c35f1aae8f6087dcd1de9>

VI. PROPOSAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFCSP within forty-five (45) days of receipt of the proposals. City will appoint a selection committee to perform the evaluation 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 Respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. City may also request information from Respondents at any time prior to final approval of a selected Respondent or seek best and final offers from Respondents deemed reasonably qualified for award. Final approval of a selected Respondent is subject to the action of the San Antonio City Council.

Respondent’s proposal **must include** the following items included in the Submittal Checklist & Table of Contents (**Form 1**) in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and labeled as “Tab 1”)** – Respondent must complete this form, which must 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 must include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent’s Executive Summary must 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. **JOB ORDER CONTRACT TEMPLATE AND GENERAL CONDITIONS FOR CITY OF SAN ANTONIO CONSTRUCTION CONTRACTS (Indexed and labeled as “Tab 3”)** – Respondent must review the Job Order Contract template and General Conditions, provided and labeled as RFCSP **Exhibit A and B**, and provide **written acknowledgment that Respondent accepts the terms, conditions and requirements** of the City’s Job Order Contract template and General Conditions, in Respondent’s submitted proposal under **“Tab 3”**.

4. **LETTERS OF REFERENCE (required) (Indexed and labeled as “Tab 4”)** – Respondent and Co-Respondents must provide a maximum of five (5) letters of reference including contact information for projects completed within 5 years.
5. **STATEMENT OF QUALIFICATIONS** – Respondent must provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section VI** of this RFCSP considering the project defined in this solicitation. Sufficient information regarding Respondent’s past projects and key personnel’s experience must be provided in Respondent’s proposal to indicate its team, to include subcontractors, has met or exceeded the minimum qualifications provided in **Section VI** of this RFCSP in proposal.

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

A. Experience, Background and Qualifications of Respondent, Subcontractors, and Key Personnel, with Job Order Contracting Projects (25 Points)

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

1. **Experience (Indexed and labeled as “Tab 5”)** – City will consider the relevance of past-experience of Respondent. Respondent must provide a narrative, on two (2) pages, describing the Respondent’s and team’s qualifications, to include subcontractors, as related to the referenced scope of services in this solicitation. In addition, provide a narrative description of the proposed roles of Respondent and Subcontractors, to include assignments, roles and responsibilities, lines of authority and communication among the team members responsible for developing the JOC proposals and managing the task orders.

2. **Project Sheets (Indexed and labeled as “Tab 6”)** – Respondent’s proposal must include five (5) project sheets, limited to one (1) page for each project included, which must describe similar construction projects Respondent has **completed** within the last five (5) years. Each project sheet must include the following:

1. Name, description and dollar value of the completed project, including any similarity to the Project defined in this solicitation;
2. Start and ending date of project;
3. Respondent’s role in, including proposed team’s involvement 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, including subcontractors, identifying key personnel who will be committed to work on the various tasks for this Contract.

Label assignments as follows or similar:

- Project Manager
- Superintendent

- Safety Coordinator
- Chief Estimator
- Scheduler
- Quality Control Coordinator

4. Resumes (Indexed and labeled as “Tab 8”) – Respondent must submit one (1) page resumes for all its key team members, to include personnel developing the JOC Proposals and managing the day-to-day work related to the task orders. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.

Resumes also must 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

5. Experience with Green Building and Sustainability Practices (Indexed and labeled as “Tab 9”) - Respondent must limit its response to the following items to a total of one (1) page.

- Describe Respondent’s experience in construction of buildings or infrastructure that have been designed as per established green and sustainable design practices.
- Provide a list of all Green Building certifications/accreditations held by Respondent’s team members- e.g., LEED Accredited professionals or specialized trainings and certifications.

B. Understanding of the JOC Program Project and Proposed Management Plan (20 Points)

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

1.A Understanding of the JOC Program (Indexed and labeled as “Tab 10”)

Respondent must limit its response to the following items to two (2) pages:

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

1.B Provide Scope of work definition, proposal, and UPB breakdown for the Sample Project (See Exhibit D, E & F and include with “Tab 11”)

- The awarded JOCC(s) shall purchase and maintain e4Clicks Professional Project Estimator (e4Clicks) software, for the City’s JOC contract.
- Respondents can have access to a trial version of e4Clicks Professional Project Estimator (e4Clicks) software, for the duration of the solicitation period. Information on this software and pricing can be obtained by emailing sales@4Clicks.com.
- It is expected that the sample project will be created by Respondent with the named software and using all other parameters outlined with regard, but not limited, to **(See Form #8 & Exhibit D & E)**:

- Respondents are to use the coefficient submitted in response to this RFCSP. **(Form #8)**
- Line-item definitions and explanations.
- Coefficient restrictions and allowances

The information provided is to be included in the resulting proposal and estimate as representative of future standard practice. See Plans and Scope on **Exhibit F**, the Sample Project Packet.

2. Proposed Management Plan (Indexed and labeled as “Tab 12”)

Respondent must limit its response to the following items to a total of three (3) pages:

- Describe Respondent’s project management approach and team organization, for the JOC Program 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 procurement plan and how it will coordinate with overall work to minimize disruptions to the facility and its functions.
- Identify all key materials and equipment in which lead times will present a challenge to scheduling.
- Describes Respondents logistics plan to include material laydown, fencing, demo disposal, parking, and facility protection.
- The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (www.sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

3. Commitment to Green Building and Sustainability Initiatives, Practices, and Implementation (Indexed and labeled as “Tab 13”)

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

- Describe Respondent’s commitment to Green and Sustainability initiatives and practices and how these initiatives and practices will be incorporated into this Project.
- Describe Respondent’s initiative in reducing Greenhouse Gas (GHG) emissions and Respondent’s plan to reduce the emissions during the construction phase for this Project.

C. Construction Experience in the San Antonio Region & Past Performance- (15 Points) (Indexed and labeled as “Tab 14”)

1. The City is interested in evaluating Respondent’s team (including Sub-consultants(s), if applicable) experience with local processes and practices, as may be evidenced by work in San Antonio and/or the surrounding area, during the past five (5) years. In narrative form, using a maximum of two (2) pages for Respondent’s response and one (1) page for Subcontractor(s) response, if applicable, briefly describe Respondent’s team experience in the areas listed below, referencing projects relating to that experience. (Note: Respondent may reference projects included in the project sheets under **Criteria A** above, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.)

- a. Construction costs and practices.
- b. Environmental conditions and constraints.
- c. Involvement in project development as it relates to public awareness in the project’s local area.
- d. Respondent’s experience with private and public utilities in the San Antonio or surrounding area including SAWS and CPS.
- e. Municipality Design Guidelines

2. More than one (1) project may be referenced per page, and projects should be discussed in reverse chronological order. (Note: Respondent may reference projects by project name included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.) If Respondent is referencing a project that is not included in the project sheet section, please include the following information:

- a. Project name and description of scope.
- b. Respondent's project role and work performed.
- c. Names of Respondent's team members who worked on the project, if applicable.
- d. The contact information of the project's owner or representative (if different) including name, email, and phone number.

Note a portion of the scoring for this **Section C** may be based on City's Contractor's/Consultants' Scorecard, experience with City projects and/or other documentation generated by City staff and previous City Consultants on other City projects. City shall consider the history of Respondent in complying with project programs, schedules, and budgets on previous City projects. No items shall be submitted by the Respondent for this criterion. **Respondent shall not be penalized if it has not done work on City of San Antonio projects.** Specific items used for consideration may include, but are not limited to:

- a. Timely completion of City projects.
- b. Cooperative working relationship with City.
- c. Prompt payment of Sub-consultants at all levels.
- d. Compliance with other City contract terms.
- e. Compliance with City Ordinances on substitution/addition/deletion of Sub-consultants.
- f. Compliance with City standards.
- g. Conformance to City budget requirements.

3. Reference checks, may be performed with Owners indicated on the submitted project sheets submitted as **Tab "6"**, and considered as part of this criteria.

D. Coefficient Proposal (20 Points)

Respondents must submit a Coefficient to cover overhead, profit, and any other costs that are not included in the UPB, which for the purposes of this contract is the 4Clicks™ Cost Data, including all updates. The Respondent's Coefficient is a numerical value, to three (3) decimal places, that the Respondent proposes as a multiplier to the UPB. Items to be included and excluded from the coefficient are defined in this document. **(See Form #8 & Exhibit D & E).**

The coefficient amounts are a maximum of what can be proposed. Respondent may reduce the amounts if applicable and within the capabilities of 4Clicks system required.

An example of coefficient use: If the labor unit price for painting 1 square foot of gypsum board from the 4Clicks™ Cost Data, is \$15.00 and the coefficient is 0.853, the unit labor price for the item would be \$12.79 ($\$15.00 \times 0.853 = \12.79). The coefficient shall be the net decrease from or increase to the UPB Total column. Respondents are required to submit the Coefficients for Standard Working Hours (7:00 am-6:00 pm, Monday-Friday); Non-Standard Working Hours (6:00 pm-7:00 am, Monday-Friday and weekends, holidays not included); as required in the **Coefficient Proposal Form (Form #8)**.

For each Job Order, the cost of any payment and performance bonds shall be applied after application of the coefficient to the UPB sum.

No variable Coefficient shall be applied to NPI items, and all respondents will have the same standard maximum 15% coefficient, applied to NPI items. Non-priced items shall not exceed ten percent (10%) of the total cost for any Job Order Contract.

A weighted single coefficient is used for score purposes. The weighting is 85% for Standard Working Hours, 15% for Non-Standard Working Hours, and Non-Priced will not be factored in the weighted score. The percentage will be applied to each coefficient and then added together to create the weighted coefficient.

As an example:

Standard Working Hours Coefficient 1.020 (1.020 * .85) Weighted .867

Non-Standard Working Hours Coefficient 1.130 (1.130 * .15) Weighted .169

Coefficient for evaluation purposes (.867 + .169) = 1.036

Formula: Lowest Weighted Coefficient/Respondent's Weighted Coefficient X 20 points = Score

Example:

RESPONDENT:	WEIGHTED COEFFICIENT:	CALCULATION:	POINTS AWARDED:
A	1.036	1.036/1.036x 20	20
B	1.132	1.036/1.132 x 20	18.30
C	1.216	1.036/1.216 x 20	17.04
D	1.289	1.036/1.289 x 20	16.07
E	1.332	1.036/1.332 x 20	15.56

The City shall record for use on the contract’s duration respondent’s coefficient standard working hours and non-standard working hours as indicated on the **Coefficient Proposal Form (Form #8)**. Respondents are to calculate the *Evaluation Coefficient* as defined with the **Coefficient Worksheet. (Coefficient Proposal Form #8)**.

Evaluation Coefficient, known also as the respondent’s weighted coefficient must be entered in the Bid Form section of the Civcast website at <https://www.civcastusa.com/bids>. If there is a discrepancy between the Evaluation Coefficient on Form #8 - Coefficient Price Proposal Form, and the Bid Form section of the Civcast website, the Bid Form section of the Civcast website shall govern.

E. SBEDA – (20 Points)

ESBE Prime Contract Program – 10 pts.

Certified ESBE firms (see Emerging 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% ESBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, **AND**

SBE Prime Contract Program – 5 pts.

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 five (5) evaluation criteria points, **AND**

M/WBE Prime Contract Program – 5 pts.

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 five (5) evaluation criteria points.

No evaluation criteria points will be awarded to non-ESBE, non-SBE, or non-M/WBE Prime CONTRACTORS through subcontracting to certified ESBE, SBE, or M/WBE firms.

Below is the Evaluation Criteria Summary for this RFCSP:

Evaluation Criteria Summary	Maximum Points
A. Experience, Background and Qualifications of Respondent, Subcontractors, and Key Personnel, with Job Order Contracting Projects	25
B. Understanding of the JOC Program and Proposed Management Plan	20
C. Construction Experience in the San Antonio region and Past Performance	15
D. Coefficient Proposal	20
E. SBEDA ESBE Prime Contract Program – 10 Points SBE Prime Contract Program – 5 Points M/WBE Prime Contract Program – 5 Points	20
Total Maximum Points	100 Points

Required Forms (to be uploaded individually in Civcast):

City shall conduct due diligence and analysis of the following required forms:

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent and Co-Respondents must include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet must 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 must 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 and Co-Respondents must complete the form online at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>, 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 Contracts Disclosure Form.
3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent and Co-Respondents must complete a Litigation Disclosure Form, utilizing additional pages for explanation, if necessary, and submit the completed form. If the 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 (Form #5)** – Respondent must submit a completed and signed Subcontractor/Supplier Utilization Plan Indicating Respondent’s firm

commitment to satisfy the established (24%) subcontracting goal to a 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. **VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM (VOSB) (Form #6)** – Respondent must submit a completed and signed VOSB Tracking form with this solicitation. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels. San Antonio City Code Chapter 2, Article XI describes the City’s veteran-owned small business preference program.
6. **LOCAL PREFERENCE PROGRAM (LPP) TRACKING FORM (Form #7)** – Respondent must submit a completed and signed LPP Tracking form with this solicitation. The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.
7. **COEFFICIENT PROPOSAL FORM (Form #8)** – Respondent must submit the completed form, uploaded to Civcast. The Coefficient Factor for Standard/Normal Working Hours and for Non-Standard/Normal Working Hours must also be entered in the Bid Form section of the Civcast website at <https://www.civcastusa.com/bids>. Respondents must submit a Coefficient to cover overhead, profit, and any other costs that are not included in the UPB, which for the purposes of this contract is the 4Clicks™ Cost Data, including all updates. The Respondent’s Coefficient is a numerical value, to three (3) decimal places, that the Respondent proposes as a multiplier to the UPB. If there is a discrepancy between the Evaluation Coefficient on Form #8 - Coefficient Price Proposal Form, and the Bid Form section of the Civcast website, the Bid Form section of the Civcast website shall govern.
8. **HEAT ILLNESS PREVENTION ACKNOWLEDGMENT FORM (Form #9)** – Respondent and Co-Respondents must include the complete the Heat Illness Prevention Acknowledgment form with this solicitation. Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces. For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).
9. **PROOF OF INSURABILITY** – Respondent must submit a copy of its current insurance certificate.
10. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity:

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

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

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number,

provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, RFCSP 6100001234 of RFCSP 2024 - 999).

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

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

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

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

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

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

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

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. If applicable, City shall include the selected Respondent’s Form 1295 in its package prepared for the San Antonio City Council’s consideration for contract award.

VII. SUBMISSION INSTRUCTIONS

Online proposal submission must be via Civcast at <https://www.civcastusa.com/bids>. Online submission services will open for submitting proposals on **Friday, April 5, 2024**, and close (proposal due date) on **Tuesday, June 4, 2024, at 2:00 p.m. CT**. Follow submittal instructions on <https://www.civcastusa.com/>.

For Proposal Opening or reading aloud of proposals, the names of the Respondents and proposal amounts will be publicly read aloud through WebEx meeting at **2:00 p.m., CT**, 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): 1770 23 1452

Meeting password: 3HrMPWvWr58

Meeting link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=mc7e4d1be209b5a788596e6963fa96dc7>

Hard copies and proposals sent by facsimile or email will not be accepted.

Please adhere to the following criteria:

- Pages equal front only
- 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 the **Section VI**, 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 no page limits for that section.

To correctly submit a response to this RFCSP, Respondent must 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 must 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, must match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents must include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

Co-Respondents are two (2) or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

(If Respondent/Co-Respondents are not registered with the Texas Secretary of State, please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

Respondent must comply with the Restrictions on Communication section of this RFCSP and shall not provide full or partial copies of its proposal submission to City officials or City employees, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

VIII. AMENDMENTS TO RFCSP

Changes, amendments, or written responses to questions received in compliance with **Section IX**, 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 IX**, Restrictions on Communication, that 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, will be made by City only in writing.

IX. 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.

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

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 may ask verbal questions concerning this RFCSP at the Project’s Site-Visit Meeting if one is scheduled.
3. Respondent must submit questions concerning this RFCSP through the Civcast website at <https://www.civcastusa.com/bids> until **May 8, 2024, at 4:00 p.m. CT**. Questions received after the stated deadline will not be answered.
4. 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. After the solicitation’s closing date, there is no contact permitted to the Small Business Office regarding this solicitation.
5. Respondent must 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 interviews, if any, verbal questions and explanations will be permitted. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than four (4) people of Respondent’s choosing and subject to City’s approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

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

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

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- A. A Contract, if awarded, must be awarded to a Respondent whose proposal is deemed most advantageous to The City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. The City may accept any proposal in whole or in part. If subsequent contract negotiations are conducted, such negotiations will not constitute a rejection or alternate RFCSP on the part of the City. However, final selection of a Respondent is subject to San Antonio City Council approval.
- C. The 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. The City also reserves the right to terminate this RFCSP, reissue a subsequent solicitation and/or remedy technical error 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 the 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 the City's General Conditions for of San Antonio Construction Contracts and until the City signs the Notice to Proceed. In the event the parties cannot negotiate within the time specified by the City, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFCSP does not commit the City to enter to an agreement or award any services related to this RFCSP, nor does it obligate the 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 the 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 the 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 will be deemed to be an Independent Contractor(s), responsible for its/their respective acts or omissions, that the City will in no way be responsible for Respondent's actions and that none of the parties to this award must have authority to bind the other or to hold out to third parties that it has such authority.
- J. State of Texas Conflict of Interest Questionnaire (Form CIQ).** Chapter 176 of the Texas Local Government Code requires that persons or their agents who seek to contract for the sale or purchase of property, goods or services with the City must file a Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

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

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

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

Do not include these forms with your sealed bid. The procurement staff will not deliver the forms to the City Clerk for you. Respondent shall consult its own legal advisor if it has any questions regarding the statute, Form CIQ or CIQ Addendum.

- K.** All proposals become the property of the 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.** City reserves the right to verify any, and all information submitted by Respondents at any time during the solicitation/evaluation process.
- N.** Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- O.** City reserves the right to contact any Respondent to negotiate a contract if such an action is deemed desirable by the City.

P. TEXAS GOVERNMENT CODE §2270.002:

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel:

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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. The City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies:

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries:

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business

relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Q. 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.

R. 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 RFCSP 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 RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFCSP 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.