



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

**REQUEST FOR COMPETITIVE SEALED PROPOSALS:
JOB ORDER CONTRACTING FOR OWNER-OCCUPIED REHABILITATION
PROGRAM**

(RFCSP-TCI-08192015CH)

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the San Antonio Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of the San Antonio City Council, candidate for the San Antonio City Council or political action committee that contributes to a San Antonio City Council election, from the tenth (10th) business day after a project solicitation has been released until thirty (30) calendar days after the project has been awarded by the San Antonio City Council (hereafter referred to as the "black out period"):

1. Legal signatory of a high-profile contract;
2. Any individual seeking a high-profile contract;
3. Any owner or officer of an entity seeking a high-profile contract;
4. The spouse of any of these individuals;
5. Any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to an individual or entity if a prohibited contribution has been made by any of these above-listed individuals or entities during the established black out period for this solicitation.

RFCSP ISSUE DATE:
AUGUST 19, 2015

PROPOSAL DEADLINE:
SEPTEMBER 16, 2015 AT 11:00 A.M. LOCAL TIME

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CITY OF SAN ANTONIO JOB ORDER CONTRACTING

I. BACKGROUND

The City of San Antonio (hereafter referred to as "City"), Transportation & Capital Improvements Department (hereafter referred to as "TCI") is seeking a Request for Competitive Sealed Proposals (hereafter referred to as a "RFCSP") from qualified firms to provide Job Order Contracting (hereafter referred to as "JOC") for the Owner-Occupied Rehabilitation Program, which addresses rehabilitation and/or new construction of existing owner-occupied residential structures, bringing the structures into compliance with applicable City building codes and rehabilitation standards. It currently is City's intent to recommend this JOC contract award to multiple qualified firms.

The Owner-Occupied Rehabilitation Program, funded by the HOME Investment Partnerships Program (hereafter referred to as "HOME") shall benefit program participants who fall at or below 80% of area median income (hereafter referred to as "AMI"). City has up to \$2,800,000.00 allocated in HOME funds specifically to be used for Owner-Occupied Rehabilitation Program activities. The Owner-Occupied Rehabilitation Program shall address rehabilitation projects with a maximum budget of \$75,000 and reconstruction projects with a maximum budget of \$120,000. The estimated number of rehabilitation/reconstruction projects is projected to be between 30 and 35 projects for fiscal year 2015 (through September 30, 2016). This JOC solicitation is for one year with City holding a one-year option to extend.

Originally developed to support the project needs of military bases, JOC has become more widely accepted and utilized throughout the public sector. JOC is an innovative contracting technique created for facilities maintenance and construction-related services, to assist with obtaining greater Contractor performance in relation to smaller projects in a cost effective and timely manner. The JOC Program utilizes Job Orders on an as-needed basis, under one or more indefinite quantity contracts with Job Order Contractors, to perform rehabilitation and/or new construction of owner-occupied residential structures.

Definitions:

Job Order Contracting or Job Order Contract (JOC): means a contract where the work is of a recurring nature, but the delivery times are indefinite, as are the quantities, and orders are awarded substantially on the basis of pre-described and pre-priced tasks. Coefficients are applied to a unit price to price job orders. A JOC also involves the simultaneous accomplishment of multiple projects and may require the use of multiple subcontractors.

Rehabilitation: means work involving building code-required items, foundation and building envelope, major systems (mechanical, plumbing, electrical), accessibility improvements and energy efficiency.

Reconstruction: means demolishing existing residential structure and building a new residential structure.

Task Order: means that scope of work description issued by City through its internet-based project management software (hereafter referred to as "PRIME*Link*").

II. GENERAL REQUIREMENTS AND SCOPE OF WORK

General Information and Requirements:

Lead Based Paint

The selected Respondent(s) shall be responsible for ensuring compliance with the Lead Based Paint rules in accordance with U.S. Department of Housing and Urban Development (HUD) regulations. However, on a case by case basis, there may be an opportunity to coordinate with the City's Green and Healthy Homes (hereafter referred to as "SAGHH") Program, formerly known as the Lead Based Paint Hazard Control Program, which provides

assistance to owners and landlords of residential properties (up to a four-plex) in creating healthy, safe, energy-efficient and sustainable homes for families and children. The SAGHH is working to prevent and correct housing-related health and safety hazards, such as addressing lead-based paint, mold, household asthma triggers and fire hazards.

HUD's lead based paint regulations, found at 24 CFR Part 35, shall apply. Respondent should be aware either compliance with the requirements of the State or compliance with the requirements of OSHA is sufficient to meet HUD's Part 35 requirements. For HUD-funded rehabilitation activities, lead hazard evaluation and reduction activities shall be carried out for all projects constructed before 1978. In all cases, notification shall be made to the homeowner in the form of the HUD Lead Hazard Information Pamphlet and Disclosure or an acceptable alternative pamphlet.

The required evaluation and reduction activity is dependent upon the amount of HUD funding used for the project.

For cases where **less than or equal to \$5,000.00** to be spent on the rehabilitation:

Testing: Paint testing of surfaces that will be disturbed by the rehabilitation activities shall occur.

Lead Hazard Reduction: Surfaces, which are disturbed during rehabilitation, shall be repaired. Safe work practices shall be used. After the rehabilitation activities are completed, clearance shall be performed by a certified professional to ensure that units are safe.

For cases where **\$5,001 to \$25,000.00** shall be spent on the rehabilitation:

Testing: Paint testing of surfaces that will be disturbed by rehabilitation shall occur. In addition, a risk assessment shall be performed.

Lead Hazard Reduction: Interim controls shall be used. Friction and impact surfaces would be addressed. Interim controls shall include paint stabilization and cleaning. Safe work practices shall be used. After the rehabilitation activities are completed, clearance shall be performed by a certified professional, to ensure units are safe.

For cases where **more than \$25,000.00** shall be spent on the rehabilitation:

Testing: Paint testing of surfaces that will be disturbed by rehabilitation shall occur. In addition, a risk assessment shall be performed.

Lead Hazard Reduction: Abatement of hazards is the required approach. Abatement involves permanently removing lead based paint hazards, often through paint and component removal, replacement, encapsulation and enclosure. Interim controls and paint stabilization may be used on the home's exterior, if it is not involved in the rehabilitation. Safe work practices shall be used. After the lead hazard reduction activities are completed, clearance shall be performed by a certified professional to ensure units are safe.

Scope of Work

The Owner-Occupied Rehabilitation Program addresses residential structures requiring a variety of rehabilitation needs and/or new construction. As a residential structure need is identified, City may assign said project to a selected JOC Contractor for negotiation. The selected JOC Contractor shall review the scope of work and provide an estimate and schedule(s) of work to be accomplished. If City accepts the JOC Contractor's proposal, authorization shall be granted via a Task Order through *PRIMELink*, the City's internet-based project management software for submitting and approving Task Orders. By submitting a Proposal, JOC Contractor thereby agrees to perform the requested service(s) within the time stated in the proposed Task Order Request. In the event the selected JOC Contractor fails to achieve Substantial Completion and/or Final Completion of the Project by the dates established in the Task Order, Liquidated damages shall be assessed.

This scope of services defines areas of responsibility for City of San Antonio and the JOC for the Owner-Occupied Rehabilitation Program. This Solicitation applies only to single family owner-occupied residences up to 4 units.

1. City shall be responsible for conducting outreach and education of the Owner-Occupied Rehabilitation Program.

2. City shall process program applications for approval, including analysis of income verifications, title searches and, where necessary, any other information necessary to determine the qualifications of the applicant and feasibility of the anticipated scope of work. City shall develop and maintain homeowner files for each client and all records necessary for compliance with Federal Regulations.
3. City shall conduct site specific environmental review, in accordance with the City's Environmental Policy, Procedures and Standards.
4. City shall conduct property inspections, to include photos, to create a formal work write-up outlining the proposed scope of work and cost estimate, in accordance with attached general specifications in **Attachment VIII** hereto. Each proposed scope shall be approved by the homeowner. If applicable, Respondent should also submit work write-ups, cost estimates and environmental reviews to City. If Respondent has an in-house or partnering Contractor, cost reasonableness shall be reviewed and approved by City staff.
5. Respondent shall provide lead-based testing and reports, as applicable, for Pre-1978 structures.
6. City shall be responsible for preparing agreements between the homeowner and Respondent in accordance with the respective funding agreement and the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program funding regulations for the Owner-Occupied Rehabilitation Program. City shall review conditions of the grant with homeowner and obtain homeowner(s) signature on all necessary documents.
7. Respondent shall prepare and submit to City the Request for Payment along with supporting documentation for reimbursement. Incomplete submissions will not be processed for payment. City will **NOT** accept Respondents who require an advance of funds or need to utilize city funds to pay out Contractors directly. Respondent should relay in the proposal, the specific volume of units, on a monthly basis, Respondent is able to undertake over the next 12 month period.
8. City shall inspect rehabilitation work on a regular basis as outlined in the proposal to ensure Respondent is performing pursuant to the scope of work outlined in the contract and adhering to the City building codes and rehabilitation standards. Every effort should be made to ensure workmanship and quality of materials are monitored through inspections by Respondent and City, as applicable.
9. All change orders shall be reasonable. Change orders shall be reviewed and approved by City, in accordance with Respondent's Change Order Policy, as approved by the City.
10. Respondent shall prepare all necessary documents required for the final inspection of rehabilitation work and issue a final acceptance of work signed by Respondent and the homeowner. A copy of this notice shall be provided with the final Request for Payment.
11. Respondent shall secure all manufacturers and supplier warranties prior to final payment for rehabilitation work and provide them to the homeowner.
12. City shall arbitrate disputes and/or complaints arising between Respondent and homeowners regarding work to be performed, underway or completed.
13. Respondent shall prepare any closeout documents related to the administration of this project.
14. Respondent is responsible for ensuring each of its Subcontractors adhere to the requirements of the City's Housing Policy, Housing Rehabilitation Standards, as well as, adhere to any local construction requirements and building codes, as amended.

To determine the maximum price for any work performed pursuant to the JOC and issued Task Orders, coefficients or multipliers shall be applied by utilizing [RSMeans JOCWorks™](#) software. Therefore, before beginning work, City and the selected Respondent shall agree to a coefficient or multiplier to be applied to any line item from the [RSMeans JOCWorks™](#) that shall yield a maximum price inclusive of material, equipment and/or labor performed during normal working hours.

Also, before beginning work, City and a selected Respondent shall agree to a second coefficient or multiplier to be applied to any line item from the then current [RSMeans JOCWorks™](#) that shall yield a maximum price inclusive of material, equipment, and/or labor performed during overtime working hours. The coefficient or multipliers shall be applied to the far right hand column of the [RSMeans JOCWorks™](#), which is labeled "Total Including Overhead and Profit". After adjustment for the San Antonio, Texas Cost Index, this shall allow a maximum price calculation for combinations of material, equipment and/or labor for most tasks.

For those job items not listed in the specified [RSMeans JOCWorks™](#), maximum pricing shall be determined by applying the same coefficient as utilized on the [RSMeans JOCWorks™](#) to other applicable current R.S. Means publications. If the specific job item is not listed in any R.S. Means publications, then City and the Contractor shall determine the appropriate price through market survey.

Job Orders

1. With the exception of emergencies, any work required by City shall be ordered through the issuance of a formal written job order containing the approved Job Order Proposal, along with a City issued Task Order through *PRIMELink*.
2. Request for Job Order Proposals are to be submitted to City at no additional cost. In the event Job Order Contracts are awarded to multiple Respondents, City may elect and often shall, at its own discretion, to solicit JOC Proposals from one or more of the awarded Respondents, depending upon the estimated value and/or complexity of the proposed project. Determination to solicit multiple proposals from the awarded Respondents or from only one awarded Respondent shall be on a case- by-case, as deemed in the best interest of City.
3. Upon review of the Job Order Proposal(s), City shall have the right to reject all proposals, solicit a proposal from one or more JOC Contractors, cancel the proposed project, rebid the work under any permissible procedure or perform the work utilizing City personnel. City shall not be responsible for payment or costs incurred by the awarded Respondent(s) for the preparation and submission of a Job Order Proposal, regardless of project outcome.
4. In the event design services, construction drawings and/or plans are required, City shall either obtain said professional design services from City resources or from a third party, as deemed in City's best interest.
5. The current [RSMeans JOCWorks™](#) and/or the RS Means Unit Price Book shall serve as a basis for establishing the maximum price for and the value of the work to be performed. Each selected Respondent's Job Order Proposal shall be submitted to City and negotiated under the contract agreement.
6. Contract shall be for a fixed unit price, with an indefinite delivery and quantity regarding the performance of a broad range of construction services, to include, but not limited to, minor repairs, rehabilitation, reconstruction and professional supervision on an as-needed basis. A selected Respondent 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.
7. The selected Respondent shall be responsible for providing all labor, materials, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals and quality control necessary to perform construction management and construction for each issued and accepted Job Order, unless otherwise authorized by City.

8. A contract awarded in response to this solicitation shall not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code.
9. A selected Respondent 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 JOC contract awarded in connection with this solicitation. Special attention is called to, but not limited to, local environmental ordinances. In addition, the selected Respondent shall comply with Texas Government Code Chapters 2258 and 2253. Ignorance on the part of a selected Respondent shall in no way relieve Respondent from responsibility under this clause. 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.

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 Notice to Proceed shall be at the selected Respondent's risk and expense.
2. The selected Respondent meticulously shall 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 and cleanup; therefore, claims for delay, based upon said elements, shall not be allowed.
3. When the selected Respondent considers the Work to be complete and ready for its intended use, Respondent shall notify the Director of TCI, the Director's designee or the Departmental Representative representing the project. City then shall inspect the Work, to determine the status of completion. In the event City determines 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 selected Respondent promptly shall proceed to complete or correct items listed.
4. The selected Respondent shall ensure the purchase, delivery and storage of materials and equipment shall be made without interference to City operations and personnel.
5. The selected Respondent shall take all necessary precautions to ensure no damage shall result from operations to private or public property. All damages shall be repaired or replaced by the selected Respondent at no additional cost to City. The selected Respondent also shall be responsible for providing all necessary traffic control, to include, but not limited to, street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to City for approval prior to the commencement of work.
6. The selected Respondent shall be responsible for obtaining all required permits applicable to performance under any single order placed against this contract. City shall be responsible for the cost of any and all required City permits.
7. The selected Respondent 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 contract. 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 selected Respondent shall submit to City, within fifteen (15) calendar days following the contract award, a Safety Plan. Said Safety Plan shall address all aspects of Respondent'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 shall result in City's non-issuance of Job Orders to that selected Respondent until said Safety Plan is submitted to City.

Project General Manager

The selected Respondent's Project General Manager shall be knowledgeable in multiple disciplines including, but not limited to, foundations, electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing.

Wage & Labor Standard Provisions & Prevailing Wage Rates

Selected Respondent 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 Agreement is executed, for all Work performed under issued Job Orders, unless a particular issued Job Order provides, with City's written concurrence, prevailing wages are not required to be paid under that particular issued Job Order. Selected Respondent acknowledges it shall utilize the Buildings Wage Determination when determining prevailing wages for all issued Job Orders. If selected Respondent is required to pay the prevailing wage for a job classification not found on the cited Buildings Wage Determination, selected Respondent shall utilize the Heavy Highway Wage Determination in effect at the time this JOC Contract is executed, with concurrence of that use of the Heavy Highway Wage Determination job classification from City.

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

The Selected Respondent shall comply with the Job Order Contract template, provided hereto, incorporated by reference herein and labeled as "**RFCSP Exhibit A**" and General Conditions for City of San Antonio Construction Contracts, provided hereto, incorporated by reference herein and labeled as "**RFCSP 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 particular project. City shall notify the Selected Respondent, at the time it seeks a proposal of the funding source, and the particular requirements that shall be complied with that Job Order. For Job Orders funded in whole or in part with funds made available from HUD, additional requirement are attached hereto, incorporated by reference herein and labeled as "**Exhibit C**".

Liquidated Damages for Delay in Substantial Completion and Final Completion: Liquidated damages shall, at City's discretion, be issued with each Job Order. 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 shall be assessed liquidated damages 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 the selected Respondent by 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 Substantial Completion/Final Completion shall 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.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference:	August 27, 2015
Deadline for Submission of Written Questions:	September 4, 2015
Responses Due:	September 16, 2015

Interviews, if necessary	October 2015, TBD
Anticipated City Council Consideration	December 2015

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held on **August 27, 2015 at 9:30 A.M.** at the **Municipal Plaza Building, Plaza B Room, located at 114 W. Commerce, San Antonio, Texas 78205**. Attendance at the Pre-Submittal Conference is optional but strongly encouraged. Respondent is encouraged to prepare and submit its questions in writing three (3) 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 City's website at <http://epay.sanantonio.gov/RFPListings/>.

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The Auxiliary aids and services are available upon request. Interpreters for the Deaf shall 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 City's website at <http://epay.sanantonio.gov/RFPListings/>. Any oral response given at the Pre-Submittal Conference 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 shall 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 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 in the following sequence:

- A. EXECUTIVE SUMMARY – Respondent shall include a one (1) page Executive Summary with its submitted proposal. The summary shall state the number of years Respondent has been in business, number of years Respondent has been in business at its local office, Respondent's local office address and number of employees employed in Respondent's local office.
- B. SUBMITTAL COVER / SIGNATURE PAGE (Form #1) – Respondent shall include the completed Submittal Cover/Signature Sheet with its submittal, indexed and labeled as "**Tab 1**". The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind the entity (or entities) submitting the response. Submittals 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 require signatures from all firms participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to their submittal.
- C. PROPOSAL CHECKLIST AND TABLE OF CONTENTS (Form #2) – Respondent shall complete this form, which is to be used as the Table of Contents for its proposal. The checklist shall be indexed and labeled as "**Tab 2**" in its proposal.
- D. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) – Respondent shall complete the form online at, <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>, print a copy of Respondent's completed form and submit the form with its proposal, labeled as "**Tab 3**" only with its

ORIGINAL PROPOSAL. If Respondent is proposing as a team or joint venture, each party to the team or joint venture shall complete and submit a separate form with Respondent's original proposal.

- E. LITIGATION DISCLOSURE FORM (Form #4) – Respondent shall complete a Litigation Disclosure form and utilize additional pages for explanation, if necessary, indexed and labeled as “**Tab 4**” in its proposal. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate form with its proposal.
- F. COEFFICIENT PRICE PROPOSAL FORM (Form #5) – Respondent shall submit a completed and signed Coefficient Price Proposal Form and shall be indexed and labeled as “**Tab 5**” in Respondent's submittal.
- G. JOB ORDER CONTRACT AND GENERAL CONDITIONS FOR CITY OF SAN ANTONIO CONSTRUCTION CONTRACTS (Indexed and labeled as “**Tab 6**”) – Respondent shall review the Job Order Contract template, provided hereto, incorporated by reference herein and labeled as “**RFCSP Exhibit A**” and General Conditions for City of San Antonio Construction Contracts, provided hereto, incorporated by reference herein and labeled as “**RFCSP Exhibit B**”, and provide written comments and/or concerns regarding said Job Order Contract Template and General Conditions. If Respondent does not have any comments and/or concerns, Respondent shall acknowledge its review of City's Job Order Contract and General Conditions and indicate no comments or concerns this in this “**Tab 6**”. If no objections are submitted by Respondent, City shall presume Respondent shall accept and sign the contract as presented, if selected.
- H. PROOF OF INSURABILITY (Indexed and labeled as “**Tab 7**”.) – Respondent shall submit a copy of its current insurance certificate or a letter from its insurance carrier, if awarded the contract, insurance shall be provided.
- I. LETTERS OF REFERENCE (required) – Respondent shall provide a maximum of five (5) letters of reference. Letters of Reference shall be indexed and labeled as “**Tab 8**”.
- J. STATEMENT OF QUALIFICATIONS – Respondent shall provide a narrative document addressing all evaluation criteria in **Section II** herein of this RFCSP solicitation. Sufficient information regarding past projects and key personnel's experience shall be provided by Respondent, to indicate Respondent has met or exceeded the minimum qualifications provided in **Section II** of this RFCSP.

City shall 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. It currently is anticipated City shall appoint and utilize a selection committee to perform said evaluation.

This RFCSP solicitation has been identified as high profile. In accordance with the Discretionary Contract Selection Process Guidelines, the proposed evaluation committee members shall be posted along with the other bidding documents.

Refer to **Section VIII** of this RFCSP solicitation for details on Respondent's restriction on communications, with regard to this solicitation.

Each proposal shall be analyzed, to determine overall responsiveness, and consideration shall be given to a combination of price and other factors, so City may determine which Respondents' proposal shall 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.

The Evaluation Committee, when scoring, shall take into consideration Respondent's experience with the information outlined below:

- A. Respondent Experience, to include Subcontractors and/or Key personnel with similar Job Order Contracting Projects (30 points)**

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

1. Experience (Indexed and Labeled as “Tab 9”) – City shall consider the relevance of past experience of Respondent. Respondent shall provide a two (2) page narrative describing Respondent’s qualifications, as they relate to the referenced scope of services in this solicitation. For all Subcontractors listed as part of Respondent’s proposal, include information as to how the Subcontractors shall function within Respondent’s organization. In addition, provide a narrative description of the proposed roles of Respondent and each Subcontractor, to include assignments, roles and responsibilities, lines of authority and communication among the members.

2. Project Sheets (Indexed and Labeled as “Tab 10”) – 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 JOC 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 and 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 11”) – Respondent shall provide a detailed organizational chart, identifying key personnel who shall be committed to work on the various tasks of a Project.

Label assignments as:

- Project Manager
- Superintendent
- Safety Manager

4. Resumes (Indexed and Labeled as “Tab 12”) – Respondent shall submit one (1) page resumes for all of its key organization members. Resumes should link to project sheets and also may include additional previously-completed relevant projects not highlighted in Respondent’s included project sheets.

Resumes also shall include:

- the license type (if applicable) and number of years licensed,
- Number of years employed with his/her firm
- Number of years experience in his/her proposed role, corresponding to the assignments included in the organizational chart
- City of residence

B. Understanding of the JOC Program and Proposed Management Plan (25 points)

Respondent shall describe its understanding of the JOC Program 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 required services. Respondent shall submit

information in a brief narrative plan clearly and concisely describing the challenges it foresees and its approach to managing the JOC contract.

1. Understanding of the JOC Program – (indexed and labeled at “Tab 13”)

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

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

2. Proposed Management Plan – (indexed and labeled at “Tab 14”)

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

- Describe Respondent’s project management approach and organizational approach for the JOC Program and services outlined in this solicitation;
- Describe Respondent’s Quality Control/Quality Assurance process, approach and capabilities to maintain quality control;
- 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 residential construction, including methods for schedule recovery, if necessary.

C. Respondent’s Experience with San Antonio Region Issues and Past Experience with City of San Antonio Regional Contracts (20 points)

1. City is interested in evaluating Respondent, its organization and key Sub-Consultant’s/Subcontractor’s experience with San Antonio residential issues, as may be evidenced by work in San Antonio and the surrounding area, during the past five (5) years. In narrative form, using a maximum of two total (2) pages, briefly describe Respondent’s residential construction experience in the following areas, referencing projects relating to that experience. (Note: Respondent may reference projects it included in project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criteria.) Respondent’s residential construction experiences information shall be indexed and labeled as “**Tab 15**”:

- Local area residential construction costs and practices;
- Local environmental community, conditions and constraints;
- Involvement in project development, as it relates to public awareness in the local residential housing area;
- Respondent’s experience with residential public utilities within the San Antonio and/or surrounding area;
- Local residential site development; and
- Residential Building Code requirements.

2. Kindly be aware a portion of the scoring for this **Criteria C** may be based on City’s Consultants’/Contractors’ Scorecard, as well as other documentation and experience with City projects, generated by City staff and City Consultants on previous City residential projects. City shall consider Respondent’s history of compliance with project programs, schedules and budgets on previous City projects. **No items shall be submitted by Respondent for portion of the scoring. Further, Respondent shall not be penalized if it has not done work on City of San Antonio projects.** Specific items that may be used for consideration under this portion may include, but are not limited to:

- Timely completion of residential City projects;

- Respondent's cooperative working relationship with City;
- Respondent's prompt payment of Sub-Consultants/Subcontractors at all levels;
- Respondent's compliance with other City contract terms;
- Respondent's compliance with City Ordinances on substitution/addition/deletion of Subcontractors;
- Respondent's provision of contracting opportunities for S/M/WBEs;
- Respondent's compliance with City standards;
- Respondent's conformance to City budget requirements.

D. Coefficient Price Proposal (25 Points) – Respondent shall complete the Coefficient Price Proposal Form (attached hereto and labeled as Form #5). City shall evaluate Respondent's **Coefficient Price Proposal Form** for Pre-Priced and Non-Pre-Priced items, to determine the best value for City.

Formula: Lowest Co-Efficient Average/Firm's Co-Efficient Average X points = Score

Example:

RESPONDENT:	Coefficient Price Proposal Average	CALCULATION:	POINTS AWARDED:
A	.650	.650 / .650 x 25	25.00
B	.696	.650 / .696 x 25	23.35
C	.750	.650 / .750 x 25	21.67
D	.970	.650 / .970 x 25	16.75
E	1.20	.650 / 1.20 x 25	13.54

Evaluation Criteria Summary	Maximum Points
A. Experience of Respondent, to include Subcontractors and/or Key personnel with similar Job Order Contracting Projects	30 Points
B. Respondent's understanding of the JOC Program and Proposed Management Plan	25 Points
C. Respondent's Experience with San Antonio Region Residential Construction Issues	20 Points
D. Respondent's Coefficient Price Proposal	25 Points
Total Maximum	100 Points

VI. SUBMISSION INSTRUCTIONS

When submitting a proposal in person, visitors to City Hall shall allow time for security measures. Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in City Hall lobby. All packages, purses and carried items shall be scanned during City's regular business hours of 7:45 a.m. to 4:30 p.m. After members of the public proceed through the metal detector,

they will sign in and receive a visitor's badge. For those who might require the use of a ramp, entry is available on the south side of City Hall (Dolorosa side). Security shall meet the ramp user in the basement with a hand scanner.

Respondent shall submit a total of **six (6)** proposals, which shall include one (1) original unbound Qualification signed in ink (which shall include the cited documents that only are to be included in Respondent's original submission), and **five (5)** reprinted copies of its proposal in a sealed package, clearly marked on the front of the package "**RFCSP: JOB ORDER CONTRACTING FOR OWNER-OCCUPIED REHABILITATION PROGRAM.**" All proposals shall be received in the Office of the City Clerk **NO LATER THAN 11:00 A.M. ON WEDNESDAY, SEPTEMBER 16, 2015** at the address indicated below. Any proposal received after this time shall not be considered.

Physical Address:

Office of the City Clerk, Attn: Transportation and Capital Improvements/Contract Services
100 Military Plaza
City Hall, 2nd Floor,
San Antonio, Texas 78205

Proposals sent by facsimile or email shall not be accepted.

Respondent's response to this solicitation shall be complete and well organized. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information shall be counted. Respondent shall adhere to the page limitations for each section, as stated herein. Pages which have project photos, charts, and graphs shall be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages shall not be counted if these pages do not contain proposal information. The use of recycled paper is encouraged. Three-ring binders are **NOT** permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is highly recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials, beyond which is sufficient to present a complete and effective submission, are not required. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each submitted page. Electronic files, websites or URLs shall not be included as part of the proposal, other than the CD specified above. Each proposal shall include the sections and attachments in the sequence listed in the **RFCSP Section V**, Proposal Document Requirements & Evaluation Criteria, and each section shall be divided by tabs and indexed as indicated in this RFCSP. Failure to meet the above conditions may result in disqualification of the proposal.

A Respondent who submits a response to this RFCSP correctly shall reveal, disclose and state the true and correct names of the individual, proprietorship, corporation and/or partnership of Respondent, clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand or local "handles" shall be accepted in lieu of the full, true and correct legal name of an entity. These provided names 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. A Corporate Respondent and a Respondent Limited Liability Company shall include the 11-digit Comptroller's Taxpayer Number on the signature page of Respondent's submitted Proposal.

VII. AMENDMENTS TO RFCSP

Changes, amendments or written responses to questions received in compliance with **Section VIII, Restrictions on Communication** herein, may be posted on City's website at <http://epay.sanantonio.gov/RFPListings/>. 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

Respondent is prohibited from communicating with elected City officials and their staffs regarding this RFCSP or Respondent's proposal from the time this RFCSP has been released until the contract is posted as a City Council agenda item. A person or entity who seeks or applies for a City contract, or any other person acting on behalf of such person or entity, is prohibited from contacting City Officials and/or employees, regarding such a contract after a request for proposal (RFP), request for qualification (RFQ), request for competitive sealed proposals (RFCSP) or other discretionary solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If a contact is required with City Officials and/or employees, such contact shall be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by Respondents or their agents may lead to disqualification of their offer 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.

These restrictions on communications extend to "thank you" letters, phone calls, emails and all other contact that results in the direct or indirect discussion of this 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.

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 submit written questions concerning this RFCSP to the Staff Contact Person listed in the address below until **4:00 PM on Friday, September 4, 2015**. Questions received after the stated deadline shall not be answered.

Questions may be sent via email or certified mail, return receipt requested, also shall be accepted and should be addressed to:

Clayton Hoelscher, Contract Coordinator
City of San Antonio
Transportation & Capital Improvements
Contract Services Division
Commerce Street, 9th floor, San Antonio, TX 78205
210-207-4034 (fax)
Clayton.hoelscher@sanantonio.gov

It is highly encouraged all questions be sent by electronic mail

3. If interviews are conducted in the selection process, 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.
- 4.

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. City shall require the selected Respondent(s) to execute a contract with City in substantially the same form as attached, prior to City Council award. No work shall commence on the subject Project until City signs the contract document(s) and Respondent provides the necessary evidence of insurance required in this RFCSP and the contract. Contract documents are not binding on City until approved by City Attorney and City Council. In the event the parties cannot negotiate and execute a contract 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 it is informed the Charter of City 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 it, its officers, employees and agents are neither officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure) – Instructions and web-link to electronic form are included in Form 3 of RFCSP.

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, City shall in no way be responsible for Respondent's actions and none of the parties to this award shall have authority to bind the other or to hold out to third parties it has such authority.

- I. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires 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 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 delivered by hand to the Office of the City Clerk at City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205 or 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.

- J. 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 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.
- K. Any cost or expense incurred by 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.
- L. **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 TCI within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the TCI Director receives a timely written request, the TCI 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 TCI Director shall notify Respondent in writing of his/her determination.
- M. **Debriefings:** In an effort to improve solicitation responses, TCI is making available on its web site 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 one (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, 2014.

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

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