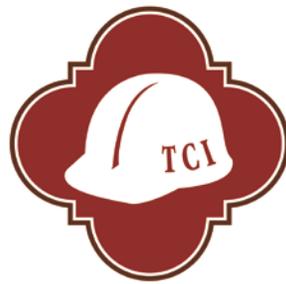


# **PROCUREMENT / CONTRACTING POLICY AND PROCEDURES MANUAL**



**CITY OF SAN ANTONIO  
TRANSPORTATION & CAPITAL IMPROVEMENTS**

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# INTRODUCTION

## CHAPTER 1 OVERVIEW

### 1.1 Contracting Policy

Transportation & Capital Improvements (TCI) is responsible for coordinating procurements of all construction, architectural and engineering services for the City of San Antonio. The TCI Director or designee has ultimate authority over these solicitations and contracts as laid out in Administrative Directive (A.D.) 1.6 and A.D. 8.6. This Manual works in conjunction with the COSA Policy and Procedures Manual and supersedes in areas of all construction, architectural and engineering services. TCI Real Estate Division coordinates property acquisition for the City of San Antonio.

The Contract Services Staff follows the City's contracting policy, as outlined in the COSA Procurement Policy and Procedures Manual.

#### 1.1.1 Public Works/ Procurement and Contracting

TCI is responsible for public works contracts - agreements for the construction, repair, or renovation of a building, structure, road, highway, other improvement of or addition to real property, or construction-related contracts.

#### 1.1.2 Architectural and Engineering Services

Professional Service contracts related to architectural and engineering services are solicited by or in coordination with the TCI Department.

#### 1.1.3 Real Estate Division

The Real Estate Division of TCI provides real estate support to all City departments by performing property acquisition and disposition functions and also acquires land for public use, purchases tracts of property, secures Fee Simple Title, Easements, Joint Use Agreements and numerous other title interests through negotiations whenever possible, or by eminent domain proceedings if necessary. This division manages sales of City-owned real property. Property Leasing is handled by Building and Equipment Services Department.

### 1.2 Purchasing Authority

#### 1.2.1 Execution of Contracts

The COSA Procurement Policy and Procedures Manual cites in Section 1.3 Purchasing Authority (page 13), Administrative Directive 1.6 that the Director of TCI or his/her Designee is authorized to execute construction contracts in the amount of \$50,000 or less and sets internal controls and procedures regarding departmental procurements.

#### 1.2.2 Execution of Contract Amendments

The Director of TCI has designated authority to TCI Project Managers (PM's) to execute Contract Changes in the amount of \$100,000 or less on Construction Contracts, contingent upon available and appropriated funds within the project budget. Changes cannot cumulatively increase the original contract value by more than 25%.

Contract Services Division shall monitor Change Orders (COs) under \$100,000 for any signs of deliberate splitting of COs which are of similar scope, done in order to avoid the process of Council approval.

### **Amendments to Professional Services Contracts including Architectural and Engineering**

If included in the contract language, Professional Services Contracts may be amended up to \$25,000 by the Department Director and \$50,000 by the Assistant/Deputy City Manager, contingent upon appropriated funds. Amendments over \$50,000 require City Council approval per Administrative Directive 1.6 and are not governed by state law.

Professional services contracts are not subject to the 25% contract value cap, unless funded by certificates of obligation.

## **1.3 Procurement Review and Approval**

### **1.3.1 City Council**

City Council is required to approve any expenditure contract greater than \$50,000 and COs greater than \$100,000 on construction contracts.

If rare circumstances require a contract or CO/amendment to be executed prior to City Council approval, the Director of TCI shall request that City Council ratify such contract or CO. Note that such practices should be avoided whenever possible.

The PM or designee is responsible for drafting Requests for Council Action (RFCA) for his/her project.

### **1.3.2 City Attorney's Office**

In accordance with the COSA Procurement Policy & Procedures Manual, City Attorney's Office (CAO) shall review all contracts. CAO may consult/advise on any procurement or contracting issue after review by TCI Executive Team.

## **1.4 Types of Solicitations**

Invitations for Bids/Low Bids, Qualified Low Bids, Requests for Competitive Sealed Proposals (RFCSP), Request for Qualifications (RFQ), and Request for Proposals (RFP), Construction Manager at Risk and Design-Build are request for offers under basic principles of contract law. Issuing a solicitation for a contract never binds the City to entering into a contract. The following table gives an overview of the correct solicitation method for different types of work and the unique aspects of each type:

Type of work	Solicitation Method	Award	Unique Aspects	Contract Amount
Construction	IFB	May only award one contract to lowest bidder per solicitation.	Has to go to the lowest responsible bidder. Can be solicited with unit pricing or lump sum pricing.	Contract amount is the amount of the lowest bid, not the estimated budget. Bid amount cannot be negotiated.
Construction	RFCSP	May award to multiple contractors.	Price is only one component of evaluation. Other components may include experience, proposed plan, etc.	Contract amount is the estimated budget or bid amount, at the discretion of the City. Bid amount can be negotiated.
CMR/Design-Build	RFQ/RFP (Two Step Process)	May award to multiple contractors.	DB utilized when only preliminary design or programming has occurred. CMR utilized when design is in early stages.	May utilize GMP or Fixed Price Proposal for Contract Amount.
Design (A/E)	RFQ	Firm(s) selected based on qualifications.	Per Government Code, A/E services may only be procured through this method, with no exceptions.	Contract amount/hourly rates are negotiated with firms after selection. Contract amounts are the not to exceed amount advertised in Solicitation.
Professional Services (Environmental, etc.)	RFQ/RFP/RFCSP	Firm(s) selected based on qualifications and/or price as appropriate.	May elect to obtain pricing with the submittal, or negotiate with selected firm. Bid amount can be negotiated.	Contract amount/hourly rates are negotiated with firms after selection. Contract amounts are the not to exceed amount advertised in Solicitation.

## 1.5 General Policies

### 1.5.1 Standards of Conduct

TCI staff shall comply with all standards of conduct as outlined in the COSA Procurement Policy & Procedures Manual. For any items that are not outlined in this manual, please refer to the COSA Procurement Policy & Procedures Manual.

#### Code of Ethics for staff

Staff shall adhere to the City of San Antonio Code of Ethics located on the Ethics Page of the City's website.

TCI adheres to the Code of Ethics included in the COSA Procurement Policy & Procedures Manual.

#### Code of Ethics for firms seeking a contract with the City

Firms seeking a contract with the City are required to comply with the City of San Antonio Municipal Campaign Finance Regulations.

High Profile contracts require adherence to additional High Profile requirements. Solicitations deemed to be High Profile shall be clearly labeled as High Profile on the solicitation documents. Respondent's failure to comply with the High Profile rules shall result in a respondent's/submitter's disqualification.

### **Code of Ethics for Evaluation Committee Members**

All members of an Evaluation Committee for a discretionary contract solicitation shall complete and sign the City's most current "Code of Conduct" Form. The Contract Services Division staff shall maintain these signed forms in the project procurement file.

Staff shall notify Evaluation Committee members that their scoring/evaluation documents and all other City-possessed documents are local government records and are subject to Open Records Act

## **1.6 Confidentiality**

Offers received as a response to solicitations may contain information considered confidential or proprietary by respondent. A solicitation should require the respondent to designate which pages are confidential or proprietary, however, whether or not the information is actually confidential or proprietary is a determination that is made by the Texas Attorney General.

### **1.6.1 Before Council Award of Contract**

All portions of all responses to solicitations should be treated as confidential or proprietary. If an Open Records Request (ORR) requesting disclosure of such information is received by the City, City shall notify all impacted respondents to allow them to submit an argument to the Texas Attorney General for withholding such information.

"As Read" Bid Tabulation sheets are posted on the City's website and, thus, cannot be considered confidential or proprietary. However, the unit pricing sheet and analysis of bid by the Design Consultant shall be treated as confidential or proprietary until after an award is made.

Once an award has been made, all portions of a bid document received in response to an Invitation for Bid are subject to disclosure pursuant to an ORR and must be provided within 10 working days of City's receipt of the ORR.

## **1.7 Procurement File**

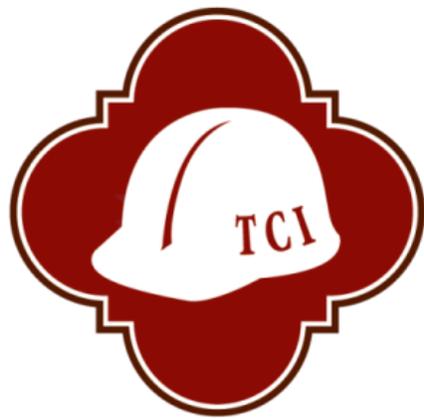
The following items shall be retained by the Contract Services Staff and saved in either PRIMELink or TCI Sharedrive as applicable.

- Procurement method selected,
- Public media advertisement,
- RFQ/RFP/IFB document,
- Proposals received,
- Evaluation/Rating criteria,
- Completed evaluation forms,
- Notes and other documentation concerning contract negotiations,
- Notice of award (NOA)/non-selection,
- Fully executed contract, including amendments/modifications,
- Bonds and Insurance
- Contract performance evaluation/score card,
- General correspondence related to the specific procurement actions,
- Documentation related to disputes, protests and claims,
- Code of Conduct Forms signed by committee members, if applicable.

- Excluded Parties List System (EPLS) of all prime Design Consultants and Contractors for federal debarment and the State of Texas Debarment List.

# **PART 1**

# **INITIATION of CONTRACT**



## **CHAPTER 2 INVITATION FOR BIDS (LOW BIDS)**

### **2.1 Invitation for Bids**

An Invitation for Bids (IFB) under Texas Local Government Code, Chapter 252 is a competitive solicitation whereby the contract may be awarded to the lowest responsible bidder. The contract is awarded based on price alone and goes to the bidder that meets all minimum qualifications. In an IFB, the submitted bid becomes the contract, unless some deficiency or requirement exists in the bid solicitation requiring an integration agreement. Bids are required to be advertised and opened publicly, in accordance with the requirements of Chapter 252. Bid results are read aloud and are posted on the TCI website. An IFB is NOT considered discretionary, since the City may only choose the lowest responsible bidder.

The City also utilizes the Qualified Low Bid process through which the City states qualifications on prospective bidders that must be satisfied to deem the bidder responsible. The stated qualifications to be used shall be submitted to the Contract Administrator for review and approval by the Contract Administrator and the CAO.

This method shall be used for the majority of construction projects, unless the Contract Administrator and/or the Director have determined that an alternative construction delivery method shall provide the best value for the City. This method also includes a qualified low bid solicitation.

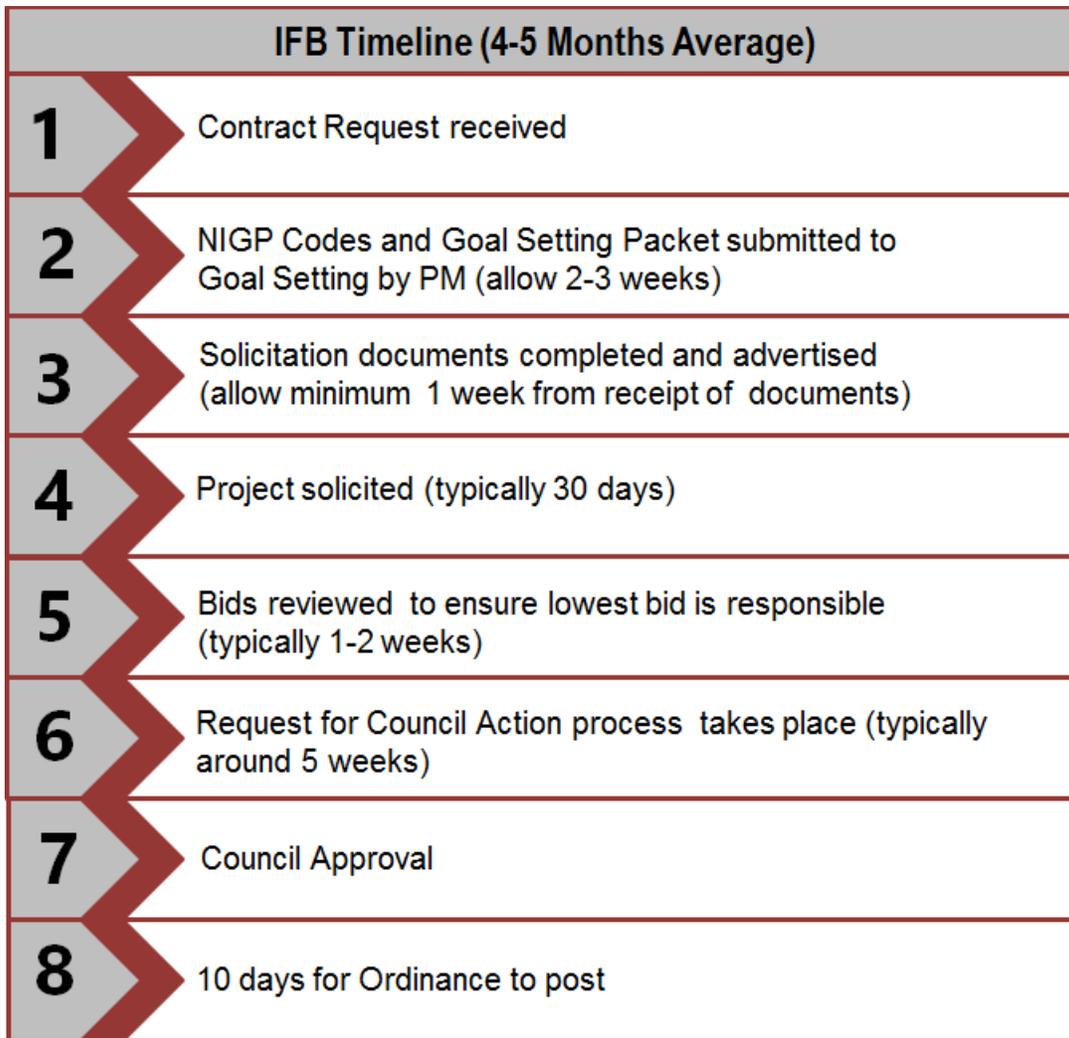
When the construction project is a TCI-managed project, the Contract Services Division shall coordinate the procurement of both the design and construction contracts necessary to design and build a project.

Construction contracts of less than \$50,000 may utilize the traditional design-bid-build process. However, City Council's approval, the application of SBEDA criteria and advertising requirement are not mandatory if the contract is less than \$50,000. The dollar limits are otherwise the same as outlined in the COSA Procurement Policy & Procedures Manual for Informal and Formal IFB.

#### **2.1.1 Qualified Low Bids**

As stated above, potential bidder's responding to a qualified low bid solicitation meeting the minimum posted standards of experience, financial ability, managerial ability, reputation and/or work history shall be deemed responsible bidders. Once qualified as a responsible bidder, the contract shall be awarded following the same procedures as used in an IFB. The minimum posted qualifications standards to be used in the bidding process must be approved by both the Contract Administrator and the CAO.

## 2.2 Procurement Planning Prior to Contract Request



### 2.2.1 Requirements Planning

Procurement planning should be integrated into project planning.

Special considerations may need to be made for federally funded projects.

### 2.2.2 Market Research

For capital projects, the Design Consultants shall provide this service. Otherwise, follow COSA Procurement Policy & Procedures Manual.

### 2.2.3 Analysis of Requirement

For capital projects, the Design Consultants shall provide this service. Otherwise, follow COSA Procurement Policy & Procedures Manual.

## 2.3 Traditional Design-Bid Build (Invitation for Bid/Low Bid)

### 2.3.1 Bid Package Development

It is the PM's responsibility to coordinate with the Design Consultant, regarding bid document preparation, three (3) to four (4) weeks in advance of the anticipated project advertisement date. Contract Services Staff should be involved early in the process to ensure that the correct/most current forms are used in the development of the project specifications. These forms, as well as the City's Standard Construction Specifications, the referenced Wage Decision, and other pertinent information shall be accessible on the TCI website at [www.sanantonio.gov/TCI](http://www.sanantonio.gov/TCI) in the "Contracting Opportunities" tab. Note: No contract solicitation documents (such as bid documents and the General Conditions) shall be included in a project's Plans and Specifications book.

### 2.3.2 Preparation of Standard Bid Forms

Contract Services Staff shall ensure the appropriate documents, such as the 010 – Invitation for Bid and the 020 Contract Signature Page, are prepared after receipt of the PRIMELink Contract Request and the Contract Services Staff shall forward these forms to the PM for approval. Contract Services Staff's receipt of the PRIMELink Contract Request with a minimum of fifteen (15) working days in advance of the anticipated advertisement date should ensure adequate turn-around time for Goal-Setting and for the review and approval of the bid forms by the PM.

It is the PMs' responsibility to provide Contract Services with liquidated damages recommendations for the Contract Administrator's approval, to provide the Economic Development Department (EDD) with the Goal Setting Packet. Additionally, the PM shall communicate with the Design Consultant regarding the upcoming advertisement date, so the Design Consultant can have the project's Plans & Specifications completed (and not including any contract solicitation documents), printed and ready for purchase by prospective bidders on the date the project first is advertised.

#### Preparation of Bid Package

Upon receipt of the appropriate bid forms and documents from the PM, the Design Consultant shall prepare the specification documents to include a Unit Pricing Form (024/025), if required, and send documents to Contract Services. The design consultant also shall ensure that all the required documents are sent to the PM and any other appropriate departments (to include any Special Conditions) that it intends to include in the Specifications.

The City shall only distribute plans or specifications to interested bidders electronically. Therefore, Design Consultant shall provide City (through the PM) with an electronic version of the plans, specifications, special conditions and the Unit Pricing Form. Design Consultant shall provide copies of the plans and fully completed specification book to the PM.

#### Distribution of plans and specifications

It is the PM's responsibility to check all documents to ensure that the correct information is included in the specifications.

The Contract Services Division shall be responsible for posting all specification documents and required bid/proposal forms to the City's website and a notice on the State Comptroller's website at <http://www.window.state.tx.us/>.

The Design Consultant shall post the plans and specifications to the Plans Rooms specified by the City (names of Plans Rooms currently in use and contact information to be provided by the Contract Services Division). The Design Consultant shall be responsible for all printing costs and for the sale of the Plans and Specifications to prospective bidders to cover their costs but shall not profit on the distribution of plans and specifications. The

Design Consultant is not required to provide an envelope to prospective bidders along with the Plans and Specifications.

### **Review of Bid Tab and Recommendation**

It is the Design Consultant's responsibility to check the bids and prepare the final bid tabulation. The final bid tabulation, along with a recommendation letter (recommending the lowest responsible bidder for contract award) shall be provided by the Design Consultant to the PM within three (3) days of the bid opening. The recommendation letter shall include notice of any items that exceed the budgeted amount by five percent (5%) or more and a scoping letter. If the Design Consultant is concerned about the qualifications of the low bidder, the low bidder's ability to complete the work or an irregularity in the bid, the Design Consultant shall notify the PM in writing about any such concerns. When there are concerns about the qualifications or responsibility of a bidder, the PM should notify the Contract Administrator to determine if a Review Meetings should be held.

### **Final Bid Tab and Design Consultant Recommendation**

The PM shall provide Contract Services Staff and PRIMELink Team with a copy of the final bid tabulation, the Design Consultant recommendation letter and notice of which additive alternates (if any) are being accepted.

### **Notifying Bidders and Review Process**

Follow the procedures outlined in the COSA Procurement Policy & Process Manual and TCI specific Notice of Intent to Award and Notice of Non-Selection in this manual. Please note that no notification letters should be issued until the vendor selection has been approved internally and the contract award is in the Request for Council Action (RFCA) process workflow. Letters should also be sent for IFB solicitations.

### **SBEDA Review**

After bid opening and review, Contract Services shall provide EDD with a copy of the lowest qualified bidder's Utilization Plan/Commitment Form for review and approval. Should EDD not approve the Contractor's Utilization Plan Form, it shall notify Contract Services and a Review Meetings shall be held.

## **2.4 Initiating the Procurement using PrimeLink**

### **2.4.1 Background**

It is the PM's responsibility to submit to Contract Services all necessary project information, including the scope of work or plans and specifications, as applicable, that is to be input into the PRIMELink Contract Request. Prior to submitting the Contract Request the PM must request that the PRIMELink Team create the project in PRIMELink if the project has not been previously created in PRIMELink.

### **2.4.2 Purpose**

The PRIMELink Contract Request system tracks all contracts and procurement requests created by the PMs and routes the requests for proper approval.

## **2.5 Contract Request**

PM should submit PRIMELink Contract Requests to Contract Services and include, at minimum, the following information:

- Project Name / description
- Account code or WBS element
- Funding Source (HUD, TXDOT, COB, etc.)
- Project Manager
- Type of contract/solicitation
- Contract Amount
- Full project budget
- Scope of services of plans and specifications (as applicable)

After PM submits Contract Request to Contract Services, PM also shall submit Goal Setting Packet to EDD.

## 2.6 Solicitation Preparation and Components for Construction IFBs

### 2.6.1 Specifications/Scope of Service

The Scope of Services, Statement of Objective or Scope of Work defines what the City requires to be accomplished – where and when the work shall occur and the extent of the work. All contract solicitations should be detailed and include all requirements the City shall expect of the successful Contractor/Design Consultant. When procuring construction services through an IFB, COSA uses approved IFB forms and a Design Consultant develops plans and specifications and makes those plans and specifications available to prospective bidders.

### 2.6.2 Terms and Conditions

TCI's General Conditions will be posted with all solicitation documents and will be considered part of the contract.

### 2.6.3 Pre-Bid Conference

Respondent attendance at pre-bid conferences is not required but it is strongly encouraged. A pre-bid conference is held when a bid is being solicited (IFB, Qualified Low Bid).

A pre-bid conference should be scheduled before a solicitation is released. The solicitation should identify when and where the pre-bid conference shall be held. Pre-bid conferences should be conducted a minimum of five (5) to (10) calendar days after the solicitation is advertised and/or distributed and a minimum of seven (7) calendar days prior to the bid/proposal due date. A Contract Administrator must approve required bidder attendance before attendance at a pre-bid/pre-submittal conference can be designated as “mandatory”. In the rare case that respondent attendance is deemed mandatory, this must be clearly and boldly stated in the solicitation. ;”.

Pre-bid conferences shall be attended by the PM and facilitated by the Contract Services Division or managing department trained by the Contract Services Division. The purpose of a pre-bid conference is only to clarify the solicitation requirements; no changes to the City's published requirements are to be considered or made at the pre-bid conference. If valid suggestions or objections are received by Contract Services, those suggestions or objections should be seriously considered by the City following the conference and, if modification of the solicitation is necessary, an addendum should be issued promptly.

### 2.6.4 Submittal Instructions

Follow the process outlined in the COSA Procurement Policy & Procedures Manual with the exception of submittal deadlines. Deadlines for construction IFBs shall be posted in the Solicitation Document.

### 2.6.5 General Requirements

The solicitation requirements for construction IFBs are generally the same as those set out in the COSA Procurement Policy & Procedures Manual, except that standard forms for construction IFBs typically include, but are not limited to, the following (as applicable):

- 010 Invitation for Bids Page
- 020 Bid Form/Contract Signature Page/ 024/025 Unit Pricing Form
- 030 Contractor's Questionnaire (Qualified Low Bids)
- 040 Standard Instructions to Respondents
- 041 Certificate of Interested Parties Form
- 060 Supplemental Conditions
- 075 Performance Bond
- 076 Payment Bond

- 081 General Conditions for City of San Antonio Construction Contracts (included with all contract solicitations)
- Plans, Specifications, Special Conditions
- 090 SAWS Special Conditions, if applicable
- 050.01 SBEDA Guidelines and all applicable forms as needed

### 2.6.6 Advertising Formal IFB Solicitations for Construction

The advertising requirements for construction IFBs are generally the same as those outlined in the COSA Procurement Policy & Procedures Manual, except that construction solicitations are advertised on the State Government website, also any electronic bidding sites as applicable. TCI Contracts Services staff shall review/approve all requests to advertise for construction services and shall post these advertisements on the City's website.

At minimum, fifteen (15) working days prior to the anticipated advertisement date, the PM should submit a "Contract Request" in the PRIMELink System. Contract Services shall develop the advertisement. Contract Services shall forward the advertisement to the City Clerk's Office for processing and shall post the solicitation on the City's website. The City Clerk's Office is responsible for contacting the appropriate newspapers. The advertisement PowerPoint slide shall be forwarded to the Communications and Public Affairs Department to advertise the solicitation on TVSA. Note that the City utilizes the Hart Beat for its newspaper advertisements. The Hart Beat currently only publishes on Mondays, Wednesdays and Fridays so available days to advertise a solicitation are limited and the PM must plan accordingly.

### 2.6.7 Addenda

Should changes to the plans or specifications be required, an addendum shall be prepared by the Design Consultant and forwarded to the PM. Following the PM's approval of the addendum, the City's PM shall forward the addendum to the Contract Services Staff to post to the City's website. It shall be the Design Consultant's responsibility to ensure that all firms that have purchased plans and specifications are sent a copy of the addendum. For IFBs, all addenda shall be acknowledged by vendor.

A posted addendum that has an effect on the solicited project's scope, time or budget, shall be required to be released with no less than seven (7) days remaining before a bid's due date, unless it is vital to the project delivery and approved by Contract Administrator. If an addendum that has an effect on a project's scope, time or budget is posted with less than seven (7) days before a bid is due, the addendum also shall extend the time allowed to submit bids for a time sufficient to give prospective bidders/submitters at minimum one week. At TCI Contract Service's discretion, this may be increased to 14 days to allow time for a second question period.

The City wishes to provide clarity on questions pertaining to the Project in order to ensure Contractor/Consultant success and successful Project completion. However, if necessary, questions may or may not be answered at City's discretion.

## 2.7 Bond Requirements

Contract Services staff will ensure that that Payment and Performance Bonds follow the City's specified bond template format for irrevocable bonds. In addition, these bonds must be in the amount of the contract as required by law. Payment and Performance Bonds need to be requested on the day of City Council approval of the contract and collected within ten (10) days. City may request the Bond sooner, if time is of the essence on the project, and approved by TCI Contract Administrator.

Staff shall reference the Surety Bond Monitoring Checklist, and scan a copy of the bonds, and maintain in the electronic files. Staff will forward the original P&P Bonds to the Finance Department within 24 hours of receipt and will notify the PM the bonds have been received so that Contract Services Staff may issue a Notice to Proceed (NTP).

When applicable, staff will ensure that the vendor/Contractor has either entered into a contract, as per the terms of the solicitation, or has been released from obligation through award of the bid/contract to another bidder before requesting release of the bid/proposal bond.

<b>CONSTRUCTION CONTRACTS \$50,000 or less</b>		
<b>Vendor/Contractor Responsibility</b>		
<b>Bid Bond</b>		NOT required to be submitted with bid unless requested
<b>Performance Bond</b>		NOT required unless requested
<b>Payment Bond</b>		Required if specified in solicitation

<b>CONSTRUCTION CONTRACTS greater than \$50,000 but less than \$100,000</b>		
<b>Vendor/Contractor Responsibility</b>		
<b>Bid Bond</b>		Bid Bond required to be submitted with bid. Note: the City will not accept a cashier's check or other security in lieu of a required Bid Bond.
<b>Performance Bond</b>		NOT required unless requested
<b>Payment Bond</b>		Required. The Payment Bond is not required to be submitted with the bid/proposal/submittal, but must be presented to the Contract Services Division within ten (10) days from request. The payment security shall be in the form of a Payment Bond (on the City's Payment Bond form) upon a state or national bank or trust company.

<b>CONSTRUCTION CONTRACTS greater than \$100,000</b>		
<b>Vendor/Contractor Responsibility</b>		

<b>Bid Bond</b>		Bid Bond required to be submitted with bid. Note: the City will not accept a cashier's check or other security in lieu of a required Bid Bond.
<b>Performance Bond</b>		Required
<b>Payment Bond</b>		Required. The Payment & Performance Bonds are not required to be submitted with the bid/proposal/submittal, but must be presented to the Contract Services Division within ten (10) days from request. The payment security shall be in the form of a Payment Bond (on the City's Payment Bond form) upon a state or national bank or trust company.

## 2.8 Bid Receipt and Opening for Construction (IFBs)

### 2.8.1 Informal Solicitations

Informal solicitations for construction shall be conducted in the manner set out in the COSA Procurement Policy & Procedures Manual, except that bids are opened by Contract Services and not by the Purchasing Department.

### 2.8.2 Formal Solicitations

Formal solicitations for construction shall be conducted in the manner set out in the COSA Procurement Policy & Procedures Manual, except that bids are opened by Contracts Services.

### 2.8.3 Bid Tabulations

After the City reads the bids aloud, Contract Services shall post the TCI Bid Tab sheet to the "as read" website, or the City's selected electronic bidding sites, as applicable.

### 2.8.4 Evaluation

Contract Services shall provide a copy of all bids to the Design Consultant within 24 hours of bid opening. The Design Consultant shall review and analyze the detailed bids and determine if the bids are responsive. The Design Consultant may make corrections in mathematical calculations. Additionally, the Design Consultant shall review the entire submittal to determine if the "apparent low" bidder (the one that was lowest at bid opening and on the "as read" bid tab) meets the minimum qualifications and is a responsible bidder. The Design Consultant shall provide the PM with a letter recommending the lowest responsive bidder which is also a responsible bidder.

Contract Services reviews the recommended lowest bidder for responsiveness to ensure the minimum qualifications have been met. In addition, Contract Services determines if the bidder is qualified to be deemed responsible. A Review Meeting is required if the City has not previously engaged in business with the recommended bidder.

If it is determined that the "apparent low bidder" is not responsive or is not responsible, Contract Services must notify the Contract Administrator and the PM. The Contract Administrator then shall notify the TCI Assistant Director for Support Services of the determination and, if necessary, schedule a Review Meetings before declaring a firm non-responsive.

If a Review Meetings is held and a firm is deemed “non-responsive” or “non-responsible”, the TCI Director or Assistant/Deputy Director who was the presiding officer at the Review Meetings or the Contract Administrator shall send a disqualification notice to the firm outlining the results of the Review Meetings and the reasons the firm was deemed non-responsive or non-responsible.

## **CHAPTER 3 ALTERNATIVE DELIVERY**

The tone set in the development of a discretionary procurement solicitation shall determine the quality of the overall process. The demands of the solicitation on potential respondents, the conduct of the pre-submittal conference, the responses to requests for clarification and issuance of amendments, the evaluation and safeguarding of proposals, the presentation of award recommendations, the communication with unsuccessful respondents and the administration of the contract directly affect the level of participation by superior Contractors, Subcontractors, Design Consultants and Sub-Consultants on future solicitations.

### 3.1 All Discretionary Processes (RFCSP, RFP, RFQ)

The Contract Administrator should be contacted for advice and assistance early in the process of developing all discretionary solicitations, and should be asked to review the solicitation prior to advertisement.

Alternative Delivery Timeline (Overall Process 6 months. If High Profile, add 2 months)	
<b>1</b>	Contract Request received
<b>2</b>	NIGP Codes and Goal Setting Packet submitted to Goal Setting by PM (allow 2-3 weeks)
<b>3</b>	Solicitation documents completed and advertised (allow 2-3 weeks). If High Profile, must brief High Profile Committee before advertising (High Profile meets once a month).
<b>4</b>	Project solicited (typically 30 days, may be longer)
<b>5</b>	Responses reviewed, distributed, and evaluated (typically 30-45 days)
<b>6</b>	Contract(s) negotiated (typically 30 days)
<b>7</b>	Request for Council Action process takes place (typically around 5 weeks). If High Profile, must be approved by High Profile Committee before being placed on the City Council Agenda.
<b>8</b>	Council Approval
<b>9</b>	10 days for Ordinance to post

### 3.2 Solicitation and Preparation and Components for Discretionary Solicitations (RFCSPs, RFPs, RFQs)

#### 3.2.1 Project Overview

In addition to the information outlined in the COSA Procurement Policy & Procedures Manual, TCI uses the following:

**RFCSP** - When procuring construction services through a RFCSP, TCI uses standard approved RFCSP forms and the Design Consultant develops the project's plans and specifications and shall make the plans and specifications available to prospective respondents. The plans and specifications must describe the scope of the project.

**RFP/RFQ** - A RFP/RFQ should begin with a section describing the reason it is being issued. This section may be titled Project Overview or Background. This section provides the history of the project, the project site (location), project scope, the purpose of the project, what the completed project shall be, the estimated budget for the project, an a high level schedule that stipulates when the work must be completed. This section does not need to be lengthy, but it does need to include enough information for Contractors to decide whether this is a project in which they may have an interest.

### **3.2.2 Specifications/Scope of Service**

The Scope of Services, Statement of Objective, or Scope of Work defines what the City requires to be accomplished, where and when the work shall occur and the extent of the work. Solicitations should be detailed and include all requirements the City shall expect of the successful respondent. When procuring construction services through a RFCSP, TCI uses approved RFCSP forms and the Design Consultant develops the project's plans and specifications and makes those plans and specifications available to prospective respondents.

### **3.2.3 Submittal Instructions**

Same as outlined in the COSA Procurement Policy & Procedures Manual, except that the established deadlines for discretionary contract submittals (RFCSPs, RFPs, RFQs) may be any time during working hours (not restricted to 2:00 p.m. on Tuesdays but may not be on Thursdays due to City Council meeting) and shall be approved by the Contract Administrator.

A maximum number of pages that submittals may contain shall be established in the solicitation, as this limits extraneous information being submitted, encourages respondents to focus on the City's requirements and promotes the ease of evaluation by the Evaluation Committee. Similarly, this section should state whether electronic copies shall be reviewed and considered; they generally are not reviewed and considered if the proposal has page limits. However, electronic copies are always required for archiving purposes so that staff does not have to scan the hard copy submittal for electronic record retention.

### **Receipt of Proposals**

Note that when receiving RFCSPs for Construction Services Chapter 2269.151 of the Government Code requires the City to receive, publicly open and read aloud the names of the offerors as well as the prices stated in each proposal.

### **3.2.4 Restrictions on Communication**

Same as outlined in the COSA Procurement Policy & Procedures Manual Section. Contract Services Staff or a designated department contracting staff shall be listed in the solicitation with contact information including name, title and e-mail address, in the event a prospective respondent has a question on the solicitation process. Further, the contact information for a Small Business Office Staff member shall be included in the solicitation information and that Small Business Office staff member has no restrictions on communication related to SBEDA program. The solicitation clearly shall indicate that no other staff members or City personnel are to be contacted directly including, but not limited to, the PM and Design Consultant from the date of the advertisement of the solicitation forward until the contract is posted on the City Council Agenda.

### **3.2.5 Pre-Submittal/Pre-Proposal Conference**

In addition to the policy outlined in the COSA Procurement Policy & Procedures Manual, pre-submittal conferences are not required but are strongly encouraged. TCI's practice is to hold pre-submittal conferences for all solicitations.

### 3.2.6 Evaluation Criteria

In addition to the policy outlined in the COSA Procurement Policy & Procedures Manual, Contract Services Staff may determine that additional subcomponents of the original criteria shall be used in interviews or during the second step of a two-step process. These subcomponents shall stay within the original criteria, unless a new solicitation is issued such as in the case of an RFQ process being used to first short-list, then a RFP process being used to collect proposals or to interview.

Solicitations must identify the evaluation criteria to be used in the review process. Submittals only may be evaluated using the criteria listed in the solicitation. Stating the evaluation criteria in the solicitation and then following the criteria during the evaluation process makes the selection process easy to defend.

Evaluation criteria provide the basis for identifying a proposal which best meets the City's needs; therefore, it is essential that key factors be included for consideration. The most effective evaluation criteria are those which are objective (not subject to interpretation), measurable, fair, reasonable, and relate directly to the requirement being supported. It also is important to avoid including evaluation criteria which may be difficult to measure.

Weights are to be assigned to each evaluation criteria (or "factor"), based on their relative importance. Weights must be assigned on a 100 point scale.

Solicitations may include sub-factors within each evaluation criterion; however, consistent evaluation subfactors among solicitations for similar work should be maintained. It is recommended that the weighting only be shown in the solicitation at the highest criterion level (not at the sub-factor level). If interviews are held, the same top level criteria and weight should be maintained but sub-factors may vary from those in the published solicitation.

### *Small Business Economic Development Advocacy (SBEDA) Program*

It is the policy of the City of San Antonio to involve Small, Minority and Women Owned Business Enterprises (S/M/WBE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/WBE participation. For additional information on the SBEDA program, visit [www.sanantonio.gov/edd](http://www.sanantonio.gov/edd).

All draft solicitations for Architecture, Engineering or Construction Services shall be reviewed for compliance of the SBEDA program, prior to the release of the solicitation. Contract Services Staff performs this review.

### 3.2.7 Solicitation Requirements

Same as outlined in the COSA Procurement Policy & Procedures Manual Section 3.6.9.c. "**Required Forms**," on page 56.

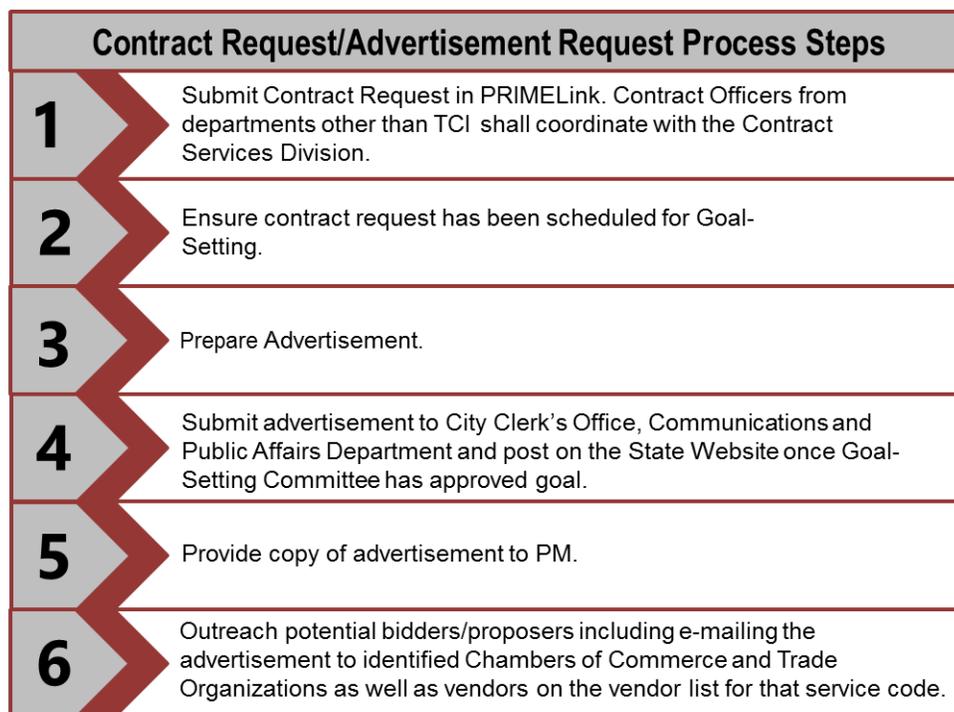
In addition to the components discussed on the previous pages, discretionary, competitive solicitations which typically include, but is not limited to the following forms as attachments to the RFP/Q document:

- Submittal Cover/Signature Page
- Submittal Checklist and Table of Contents
- Litigation Disclosure Form
- Contracts Disclosure Form
- Small Business Economic Development Advocacy Program Forms
- Contract Template and General Conditions
- When using Alternative Delivery Methods, City must disclose its construction budget in the solicitation documents.

### 3.2.8 Advertising a Discretionary Solicitation (RFCSP, RFP, RFQ)

In addition to the policy outlined in the COSA Procurement Policy & Procedures Manual Section, TCI Contracts Services staff shall review/approve **all** requests to advertise for Architectural, Engineering or Construction services and shall post these advertisements on the City’s website.

At minimum, fifteen (15) working days prior to the anticipated advertisement date, the PM should submit a “Contract Request” through PRIMELink. The Contract Services Staff shall develop the advertisement. Contract Services Staff shall forward the advertisement to the City Clerk’s Office for processing and shall post the solicitation on the City’s website. The City Clerk’s Office is responsible for contacting the appropriate newspapers. An advertisement PowerPoint slide shall also be forwarded to the Communications and Public Affairs Department to advertise solicitation on TVSA.



### 3.3 Request for Competitive Sealed Proposals (RFCSP)

A Competitive Sealed Proposal, as defined under Local Government Code 2269.151, is a competitive solicitation whereby the contract may be awarded based upon criteria set forth in the Request for Competitive Sealed Proposals and contains evaluation criteria, which may include price and other factors. The CSP must state the relative importance of price and the other selection criteria specified. All selection criteria must bear a definite and objective relationship to matters of quality and competence. CSPs may be used for the construction, rehabilitation, alteration or the repair of a facility and may also be utilized for horizontal construction projects with **expenditure of \$1.5 million or less, or as approved by Ordinance 2018-09-06-0687** and have proven to meet the following criteria: (1) where the location of project is heavy commercial, historic, downtown, a business district, a high impact area, a heavy pedestrian/tourism area, a major corridor, entails high impact stakeholders, or a complicated utility corridor; (2) which have critical time elements or milestones, (3) which are complex in scope, thereby requiring high skill level in craftsmanship, complex design, or in complex utility corridors; (4) which have a high potential impact to the public, stakeholders or businesses; (5) that are located within a constrained work area; or (6) located in an environmentally sensitive area. This statute sets forth advertising requirements. Proposals are opened publicly and read aloud by the City Clerk’s Office as to the names of the offerors and any monetary proposals made by the offerors. Pricing results are NOT posted on the TCI website. The City shall first attempt to negotiate a contract with the selected offeror and may discuss options for a scope or time modification and any price change associated with the modification.

This type of procurement is considered discretionary, since the City chooses the factors upon which to base its evaluation and then uses the discretion of the Selection Committee members in evaluating the submittals.

### 3.4 Request for Qualifications (RFQ)

A Request for Qualifications is a solicitation instrument used to gather information regarding a firm’s capabilities, qualifications, and competence. RFQs are and must be utilized for architectural services, landscape architectural services, engineering services, environmental services and land surveying. It differs from a RFP in that an RFQ is used for certain professional services where *price cannot provide the basis for awarding a contract*.

[Local Government Code Chapter 2254](#) specifically describes services that cannot be awarded on the basis of cost alone. Evaluations are made on the basis of competence and qualifications. For certain other professional services identified in this statute, a determination must first be made that a firm is the “most qualified” and only upon the conclusion of that determination and a selection made may the costs of the service be discussed. Qualifications and competence typically only may be determined by an evaluation of submissions made in response to an RFQ.

The development of a RFQ tracks the RFP development process that is described in the following pages. The exception, as mentioned, is that an RFQ for certain professional services may not use price as an evaluation factor in the selection process. This type of procurement is considered discretionary, since the City chooses the factors upon which to base its evaluation and then uses the discretion of the Selection Committee members in rating the submittals.

For further information about when an RFQ may, should and must be used, contact the Contract Administrator.

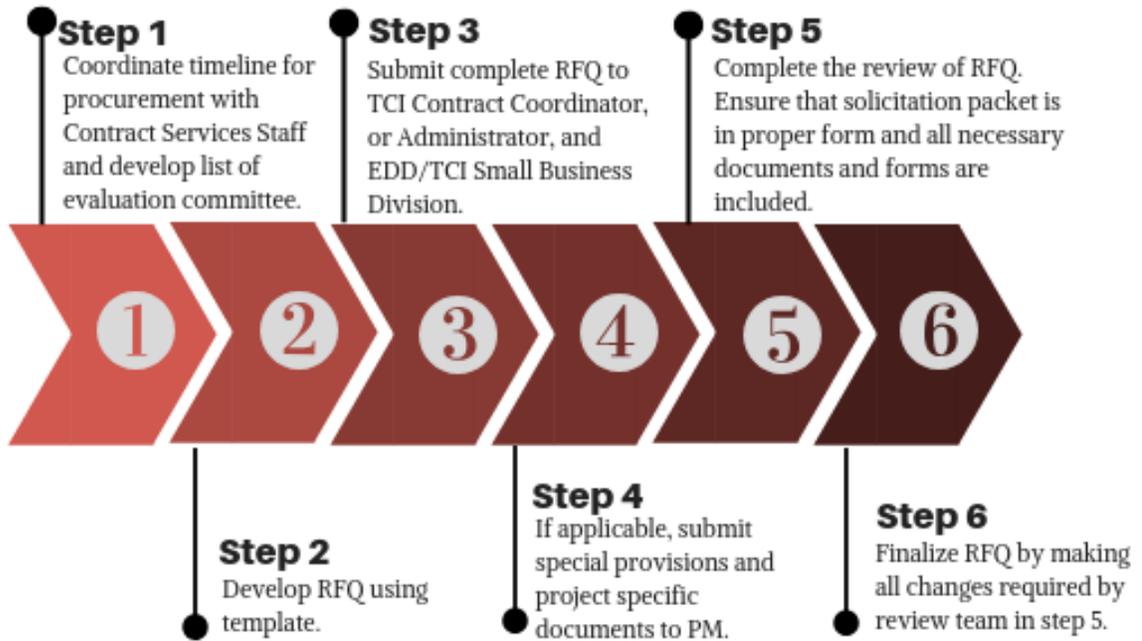
#### 3.4.1 Procurement of Architecture & Engineering Services

All Architectural and Engineering Services Contracts must use a “two-step” procurement process of first determining the most competent and qualified firm and then negotiating a fair and reasonable price. [Government Code § 2254.004](#) governs procurement of Architectural Services (including Landscape Architectural Services) and Engineering Services by municipal government.

For Architecture and Engineering Services, City Council’s approval, the application of SBEDA scoring criteria and advertising requirement are not mandatory and may be done informally, if the contract is less than \$50,000. The Contract Administrator shall assign a member of the Contract Services team to work with a PM on all informal procurements (for contracts less than \$50,000) using an alternate method of solicitation. An alternate method of soliciting a firm’s qualifications, prior to selection and price negotiation, include contact by e-mail, fax or mail and must be pre-approved by the Contract Administrator.

The following steps apply to Architectural or Engineering Service Contracts greater than \$50,000.

#### Preparation of RFQ



### Amendment

Should an amendment to an RFQ be required to be released with less than seven (7) days remaining before the response due date, and the addendum may have a result on the scope, time or cost of the bids to be submitted, the addendum also shall extend the time allowed to submit responses to allow, at minimum, seven (7) days from the date the addendum is released to the date of submission of a response.

### Evaluation Team Process

Follow process outlined in this manual and in the COSA Procurement Policy & Procedures Manual.

## 3.5 Request for Proposals (RFP)

A Request for Proposals is a competitive procurement process, which allows the City to consider factors in addition to price as a means of selecting a Contractor. This type of procurement is considered discretionary since the City chooses the factors upon which to base its evaluation and then uses its discretion in rating the proposals.

The goal of a RFP is to solicit comparable proposals from several Contractors. If a RFP is unclear, Contractors are unlikely to submit proposals or the proposals that are submitted may be vastly different and make evaluation difficult or impossible. Therefore, it is essential that significant thought be applied when developing a RFP. For the most part, a RFP follows the same steps as a RFQ, with the exception of requiring a cost proposal as well.

## 3.6 Construction Manager at Risk

Local Government Code §2269.251 defines Construction Manager at Risk (CMR) as any legal entity that assumes the risk for construction, rehabilitation, alteration or repair of a facility, either through a fixed contract amount or Guaranteed Maximum Price (GMP), and consults with the Owner during and after design.

In CMR, the City hires a licensed professional Engineer or Architect (Design Consultant) to represent the City for the life of a project and serve as advocate for the City. The Design Consultant shall be selected through an RFQ and can be selected before or concurrently with CMR, but may not serve as CMR under the same contract.

CMR must be selected using a one or two-step selection process. In the one-step process, the City requests qualifications as well as the offerors proposed fees and prices for fulfilling its general conditions. In using a two-step process, the City may not request fees or prices in step #1 and, based solely on qualifications through the use of an RFQ, shortlist the

respondents (usually for interviews) to no more than 5. Proposed fees and prices for fulfilling general conditions obligations would be provided in the second step of the two-step process.

The overall project scope should be reasonably well defined in a detailed solicitation. The selection criteria must be published in solicitation. Detailed designs are not required as part of the selection criteria.

Generally, CMR is used for projects having the following characteristics:

- A complex project difficult to define or subject to change.
- Schedule sensitive, fast tracking desirable.
- Tight budget, sensitive financial controls.
- Builder-selection flexibility.
- City's interaction in the overall project process desirable.
- Better risk management required.

### 3.6.1 Authority to use Construction Manager at Risk

A governmental entity may use the Construction Manager at Risk method for the new construction, rehabilitation, alteration, or repair of a facility. In using that method and in entering into a contract for the services of a Construction Manager at Risk, a governmental entity shall follow the procedures prescribed by Sec. 2269.251 of the Texas Local Government Code. In this Section "facility" means an improvement to real property.

Contract Services Staff works with PM to determine if a 1-step or 2-step process shall be utilized. The Contract Administrator shall review/approves the requested use of a 1-step or 2-step process and makes his/her recommendation to the TCI Director. ***The TCI Director shall make the final determination.***

1. In the case of a 1-step process, follow procedures for RFP. If a 1-step process is used, the City may request, as part of the offeror's proposal, proposed fees and prices for fulfilling the general conditions.
2. In the case of a 2-step process, follow the procedures for a RFQ and note that the City may not request fees or prices in step 1. In step 2, the City may request that five or fewer offerors, which were selected solely on the basis of qualifications, provide additional information, including the Construction Manager at Risk's proposed fee and its prices for fulfilling the general conditions.

### Distribution of RFQ/RFP and Plans and Specifications, if applicable

The Contract Services Division shall be responsible for posting all solicitation documents and required proposal forms to the City's website and a notice on the State Comptroller's website at <http://www.window.state.tx.us/>.

At the time of a CMR solicitation, there may or may not be plans and specifications available and usually there will not be 100% Construction Drawings completed. If there are plans and specifications available at the time of solicitation, the Design Consultant shall post the plans and specifications to the Plans Rooms utilized by the City (names of Plans Rooms currently in use and contact information to be provided by the Contract Services Division). The Design Consultant shall be responsible for all printing costs and for the sale of the Plans and Specifications to prospective bidders.

### 3.7 Design-Build (D-B)

As defined in Local Government Code 2269.301, Design-Build is an Alternative Construction Delivery Method used to lessen the risk for a project owner and shorten the overall schedule, by overlapping the design and construction phases. This is accomplished by a single contracting entity, the Design-Builder, conducting all design and construction aspects of a project. The Design-Builder usually is a general Contractor, but also must include an Architect or Engineer. D-B contracts

may be used for the construction, rehabilitation, alteration or repair of a building or associated structure and now may be used for horizontal projects.

A D-B firm must be selected using a two-step process, where an RFQ is used to shortlist respondents (typically 3 to 5, with no maximum limitation) on the basis of qualifications only – no pricing or fees. Then, an RFP is typically issued which includes more information on the project (typically a 30% level of design is included in the RFP), to include the selected respondents’ costing methodology, to include respondent’s policy on Subcontractor markup, definition of general conditions, range of cost for general conditions, policies on retainage, policies on contingencies, discount for prompt payment and expected staffing for administrative duties. Note that the requested information does not allow for a request for a guaranteed maximum price or bid for the project’s overall design and construction.

#### **Distribution of RFQ/RFP and Plans and Specifications, if applicable**

The Contract Services Division shall be responsible for posting all solicitation documents and required proposal forms to the City’s website and a notice on the State Comptroller’s website at <http://www.window.state.tx.us/>.

#### **RFP – Step 2 of D-B Process**

Follow the same process outlined for RFQs in this Manual. However, a RFP may be an abbreviated form that does not need to have all the Terms and Conditions as to be duplicated from the RFQ.

#### **Use of Design Consultants to assist in solicitation process**

TCI has utilized Design Consultants with expertise in the particular types of discretionary solicitations for Alternative Construction Delivery Methods. Design Consultants may provide value via their knowledge of legislation, restrictions, specific business sectors and market trends, which can be useful when drafting solicitations and evaluating responses.

### **3.8 On-Call Contracts/Indefinite Delivery Indefinite Quantity (IDIQ)**

Both the solicitation and any resultant contract(s) for On-Call and Indefinite Delivery Indefinite Quantity (IDIQ) contracts explicitly shall state that work shall be performed on an as-needed basis and that the execution of a contract does not guarantee the issuance of task orders (TO) during the term of the contract.

#### **When to Utilize:**

On-Call contracts may be employed for professional and construction service contracts. IDIQs may be used when one or more of the following conditions exist:

- Projects with similar scopes of service occur on a repetitive basis;
- A detailed scope of services cannot be defined in advance for each project;
- Specialized knowledge or skills required on a recurring basis;
- Workload exceeds staff’s capacity on a recurring basis;
- A need to respond or complete projects in a timely manner; e.g., “Public Health and Safety” situations.

Type of work	Solicitation Method	Award	Contract Amount
Construction	IFB	May only award one contract to lowest bidder per solicitation.	Contract amount is the amount of the lowest bid, not the estimated budget. Bid amount cannot be negotiated.
Construction	RFCSP	May award to multiple contractors.	Contract amount is the estimated budget or bid amount, at the discretion of the City. Bid amount can be negotiated.
Design (A/E)	RFQ	Firm(s) selected based on qualifications.	Contract amount/hourly rates are negotiated with firms after selection. Contract amounts are the not to exceed amount advertised in Solicitation.
Professional Services (Environmental, etc.)	RFQ/RFP/RFCSP	Firm(s) selected based on qualifications and/or price as appropriate.	Contract amount/hourly rates are negotiated with firms after selection. Contract amounts are the not to exceed amount advertised in Solicitation.

### Examples:

Some examples of current On-Call service contracts include Real Estate Appraisal Services, Environmental Consulting, Environmental Remediation and Construction, Construction Materials Testing, Fencing, Concrete, Asbestos Consulting, Asbestos Abatement, Architectural Services, Landscape Architectural Services, Electrical Engineering Services and Civil Engineering Services.

The following processes should be used:

- IFB/RFCSP format for construction Indefinite Delivery Indefinite Quantity
- RFQ for Architecture, Engineering or Land Surveying On-Call services
- RFQ or RFP for professional services On-Call other than Architecture, Engineering or Land Surveying On-Call services
- Job Order Contracts (JOC) for construction (may not be utilized for new construction or horizontal projects)

#### 3.8.1 Contract Award

The City may elect to award On-Call/IDIQ contracts to one or more firms. Staff may recommend the award of multiple contracts when the volume of work anticipated exceeds the capacity of one firm, a firm's expertise is a consideration or when one firm may not have expertise in all the areas described in the scope of services. Each firm selected to provide On-Call/IDIQ services is required to sign a contract that typically includes a defined contract period, a general scope of services, a defined fee schedule and applicable terms and conditions. Typically for On-Call/IDIQ contracts, the enabling Ordinance should contain a "not to exceed" dollar amount, either on an annual basis or for the life of the contract (except JOC).

#### 3.8.2 Contract Amendments/Change Orders

On-Call contracts for professional services must be approved by City Council if expenditures to any one contract shall exceed \$50,000 of the "not to exceed" capacity on an annual basis. Refer to section 1.3.2 of this manual for amendments to professional services.

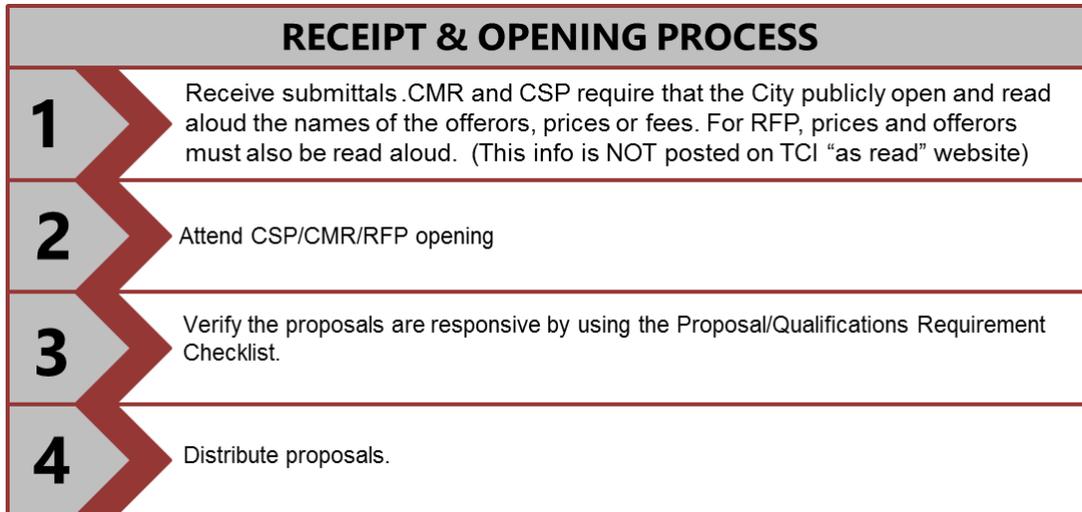
JOC task orders of over \$100,000 require City Council approval.

On-Call/ IDIQ for construction contracts, must be approved by City Council if expenditures to any one contract shall exceed the "not to exceed" capacity on an annual basis. Refer to this manual for Construction Contract COs.

### 3.9 Receipt and Opening for Discretionary Solicitation Submittals (RFCSP/RFP/CMR)

Same as outlined in the COSA Procurement Policy & Procedures Manual, except that Contract Services Staff perform a minimum requirements submittal review and a Contracts Disclosure form review, ensuring that each received response contains all required forms, signatures and an adherence to the Ethics Code regarding political contributions. Responses deemed non-responsive or in violation of the Ethics Code shall be ineligible and removed from further award consideration. Contract Services Staff shall release a notification form identifying the prohibited contribution to the potential Contractor and elected official receiving the contribution.

Contract Services staff uploads the responses and files electronically for TCI managed construction projects, and performs the following:



### 3.10 Proposal Receipt and Opening for Discretionary Solicitations (RFPs & RFQs)

Follow the same process for all discretionary solicitations, except that RFQs do not contain pricing and therefore prices/offerors are not read aloud and no bid opening is held.

### 3.11 Evaluating Discretionary Proposals (RFCSPs, RFPs and RFQs)

In addition to the procedures outlined in the COSA Procurement Policy & Procedures Manual, Contract Services Staff shall receive responses from the City Clerk's Office and perform a minimum requirements review and a Contracts Disclosure form review.

Regarding an Evaluation Team for High Profile Solicitations, TCI will follow the procedures outlined in the COSA Procurement Policy & Procedures Manual with the exception of the Executive Leadership Team (ELT) member involvement in evaluation teams as a voting member. Evaluation committee members must be approved by TCI Contract Administrator. For High Profile Solicitations, evaluation committee members must also be approved by TCI Director and ELT member.

TCI has established the following procedures (which differ from the procedures found in the COSA Procurement Policy and Procedures Manual):

Evaluation Team only shall include advisory/non-voting members in its makeup when:

- The ELT member determines to be an advisory/non-voting member.
- TCI strives to promote diversity in the make-up of evaluation teams for the evaluation of discretionary solicitations and will make every effort to diversify the evaluation team. Therefore, on occasion additional evaluation members will be asked to serve in an advisory capacity.

- Other necessary involvement as deemed necessary by Director or ELT member.

### 3.11.1 Responsibilities of Evaluation Team Members

- Attend all distribution and evaluation team meetings as applicable
- Complete Code of Conduct and Acknowledgement Form
- Upon receipt of proposals, evaluation team members should:
- Review each proposal thoroughly;
- Identify and document strengths and weaknesses in each proposal;
- Identify areas of proposal requiring clarification;
- Identify and document contradictory information within document;
- Complete evaluation worksheet with scores for each proposal reviewed;
- Meet as scheduled to discuss proposal evaluations; and
- Attend interviews/presentations by respondents, if scheduled.

### 3.11.2 Responsibilities of the Contract Services Staff

- Invite individuals to serve on Evaluation Committee;
- Check proposals to ensure each proposal contains all required information/documentation using the Proposal/Qualification Statement Requirements Review Checklist
- Schedule distribution, evaluation and other associated meetings as needed;
- Facilitate distribution meeting to:
  - Distribute proposals;
  - Describe the procurement;
  - Describe the members' responsibilities;
  - Review evaluation criteria and scoring method;
  - Describe restrictions on communication and proposal security procedures during evaluation process;
  - Obtain signatures on Code of Conduct and Acknowledgement form;
  - Provide evaluation worksheets and other evaluation documents;
  - Advise Evaluation Committee of date/time/location of meeting(s);
  - Provide Contractor/Design Consultant scorecards to evaluation committee members
- If requested, contact references, previous customers and other sources and/or compile Contractor/Design Consultant scorecards and provide to Evaluation Committee;
- Facilitate evaluation team meeting(s) to discuss and score proposals;
- Invite respondents for interviews/presentations regarding proposal, if interviews requested/deemed necessary by the evaluation team members.

### 3.11.3 Responsibilities of the PM

- Guide evaluation committee on technical details.
- Provide background on project scope
- Attend debriefing meetings and provide information to firms

## 3.12 High Profile Discretionary Proposals

TCI follows the process and procedures as outlined in the COSA Procurement Policy & Procedures Manual; however, regarding evaluation committees for high profile solicitations, TCI policy differs.

For TCI High Profile Solicitations, when an Executive Leadership Team member participation is required on an evaluation team, as defined in the COSA Procurement Policy & Procedures Manual, the Executive Leadership Team member who oversees TCI or who oversees the originating/client department shall serve as a member of the evaluation team as either an advisory member or as a voting member, as determined by that Executive Leadership Team member. The decision of serving as an advisor or as a voting member shall be at the Executive Leadership Team member's discretion.

As part of the High Profile Discretionary Solicitation Process:

- Solicitations considered as High Profile are required to be presented to the High Profile Committee before solicitation is advertised and before Council approval of award.
- An outline of committee member responsibilities will be given to each committee member at the distribution meeting.
- The latest revised Code of Conduct and Acknowledgement Form is distributed and signed by all committee members,
- The latest revised Contracts Disclosure Form is completed and submitted by Respondents,
- Contract Services Staff shall submit all documents necessary to City Auditor to perform due diligence on any conflict of interests/contribution issues.

If a prohibited contribution is confirmed, the potential Contractor/Design Consultant shall be disqualified. Contract Services Staff shall release a notification form identifying the prohibited contribution to the potential Contractor/Design Consultant and the elected official receiving the prohibited contribution.

### **3.12.1 Responsibilities of the PM**

- Schedule for Goal Setting at minimum 1 month prior to High Profile Date.
- Provide Contract Services with all necessary information at minimum 3 weeks before High Profile Date
- Provide background on project scope
- Answer any questions regarding scope, budget, or technical details
- Review High Profile Documents

## **CHAPTER 4 Contracts/Agreements not Solicited**

TCI will, when necessary enter into agreements with Partner Agencies, in which the City partners with a Partner Agency and both the City and Partner Agency have an interest in the Project and are contributing in some way to the completion of the Project. These agreements may also be referred to as Leveraged Funding Agreements.

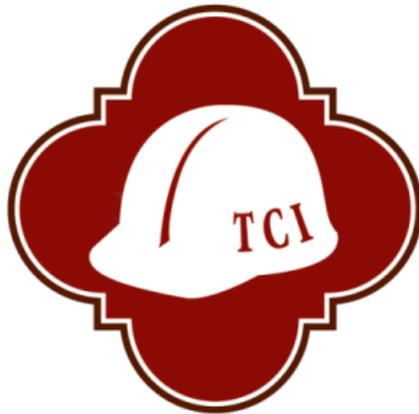
These agreements do not need to be solicited, but often do need to be taken to Council and an agreement needs to be created to specify the terms, relationships and contributions made by each party. If the City is managing the construction or design of the Project, the Project may still need to be solicited. All money contributed by the City is still subject to Small Business and Labor Compliance as applicable. If the City is contributing to the Project and the Partner Agency is managing the Project, the Partner Agency is responsible for all applicable laws and regulations further laid out in each agreement. The following table summarizes some commonly used examples of the various types of non-solicited agreements, their application, and any unique aspects of each type.

## Partner Agency Agreements

Type	When to use	Council	What is needed	Timeframe (Minimum)	SBEDA
Funding Agreement	Partner Agency, such as a Non-Profit	Must go to Council if we receive any money or if we are giving \$50k or more	Preliminary Info Packet	4 months	SBEDA goals necessary on all projects where City gives over \$50k and is not managing construction or design.
Developer Participation Agreement	Agreement with a For-Profit Developer. (Project must benefit City and developer) Typically Developer must fund 70%, unless City is oversizing	Must go to Council if we receive any money or if we are giving \$50k or more	Preliminary Info Packet	4 months	SBEDA goals necessary on all projects where City gives over \$50k and is not managing construction or design.
Interlocal Agreement	Agreement with another Governmental Agency	Must go to Council, even if no funds are shared.	Preliminary Info Packet	4 months	SBEDA goals necessary on all projects where City gives over \$50k and is not managing construction or design.
Donation Agreement	Can be with anyone when money is provided by only one party and the other party assumes all responsibility for Project	Must go to Council if we receive any money or if we are giving \$50k or more	Preliminary Info Packet	3 months	
MOU/MOA	Less formal agreement. Should not have a fiscal impact, but may define structure for future agreement(s)	Must go to Council if we receive any money or if we are giving \$50k or more, or if it is a High Profile Agreement	Preliminary Info Packet	3 months	

**PART 2**

**NEGOTIATION AND  
EXECUTION**



# CHAPTER 5 Executing and Negotiating Contracts

## 5.1 Negotiating Contracts

Contract Services Staff will negotiate Terms and Conditions for the contract with assistance from PM. This should be completed prior to council action.

The PM will then negotiate price/fees for the contract (with assistance from Contract Services if needed). What is negotiated will vary depending on the type of contract:

CONTRACT TYPE	NEGOTIATION
Architectural & Engineering	Negotiate fees for each classification/position
RFCSP	Negotiate lump sum
CMR	Negotiate pre-construction phase services price, general conditions and fees, and GMP when applicable.
Design Build	Negotiate design fee and construction cost

The PM will provide plans and specifications to D-B for pre-construction services and GMP.

The negotiated contract will then be reviewed by Contract Services Staff and, if necessary, CAO. Then Contract Services will finalize the negotiated contract and route for contract execution by firm and City.

## 5.2 Award Letters

The Contract Services Staff shall send letters of award and non-award to all successful and unsuccessful vendors as required by law. This notice should include either a copy of the Ordinance or internet link to the Ordinance website. Such letters must be kept in the solicitation file following records procedures outlined in this manual.

### IFB Process

Following the bid openings, which are usually on Tuesdays, Contract Services forwards all received bids to EDD (and, if a horizontal project, to the Consultant). Once EDD approves the lowest bidder as responsive (and, for horizontal projects, the Consultant also gives its recommendation of the lowest bidder), the Contract Administrator shall send EDD's (and, for horizontal projects, the Consultant's) recommendation to the TCI Director for his/her concurrence of approval.

Upon receipt of Director's approval of the lowest responsive bidder, Contract Services shall notify all bidders of City's anticipated action. A Notice of Intent to Award (NOIA) Letter must be sent to the lowest responsive bidder and Notice of Non-Selection Letters to all other bidders, copying the PM and TCI Scheduling Team. The NOIA shall include, at a minimum, the following information:

1. Anticipated date of Council Action (Ordinance date)
2. Notice that P&P Bonds and Insurance must be provided upon approval of the contract by City Council
3. Requirement that schedules should be submitted to the PM and TCI Scheduling Team using the software cited by the TCI Scheduling Team upon approval of the contract by City Council
4. Notice that all submittals required in the contract must be provided to the PM upon approval of the contract by City Council
5. For IFBs notice that the submitted bid shall become the contract. For Discretionary Contracts (CSP, CMR, DB) attach a copy of the draft contract

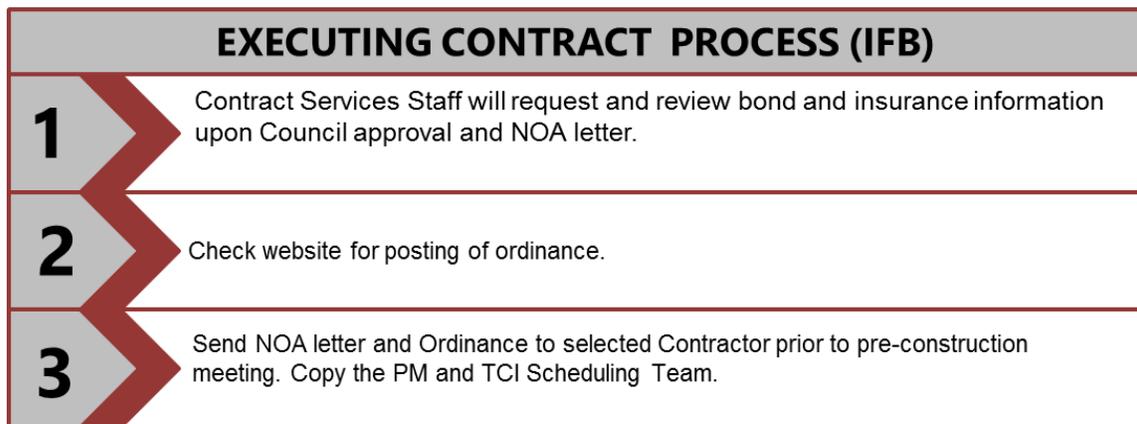
Notice that a pre-construction meeting shall be scheduled by Contract Services Staff in coordination with the Project Manager after 10 days of the Ordinance date.

The Notice of Non-selection letter should include a web link to Ordinance website when posted and available for review to rejected Contractors. \*Notification letter must contain statement conveying that if negotiations are unsuccessful, the City shall begin negotiations with another firm. The NOIA and Notice of Non-selection shall be sent to firms at the same time.

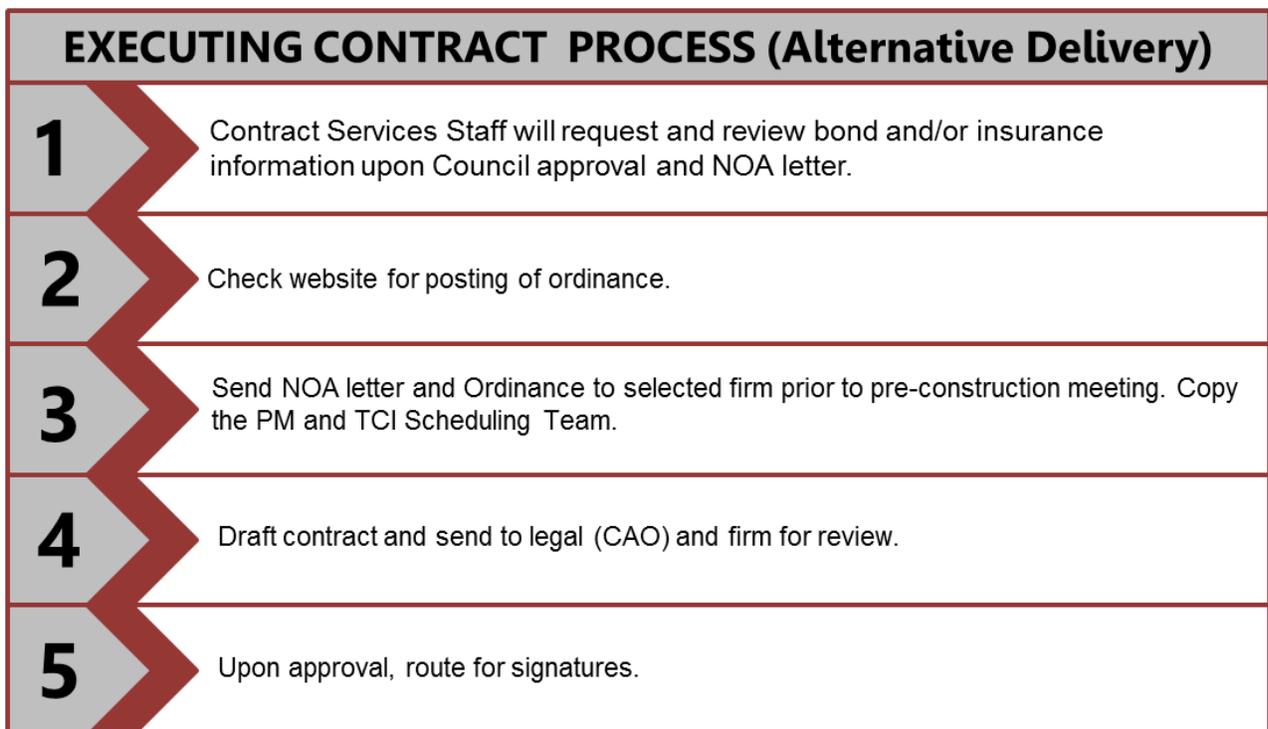
### Alternative Delivery Process

Based upon the determination of the Evaluation Committee and upon receipt of Director’s approval of the selected firms, Contract Services shall notify all firm(s) of City’s anticipated action. A Notice of Intent to Award (NOIA) Letter must be sent to the selected firm(s) and Notice of Non-Selection Letters to all firm(s) not selected, copying the PM and TCI Scheduling Team no later than one week prior to City Council date, and no sooner than the beginning of the RFCA workflow. The letter to selected firm(s) should include upcoming next steps, including negotiations and must state that if negotiations fall through, TCI will move forward with the next ranked firm(s). The letter to firm(s) not selected must include information about debriefing opportunities discussed later in this manual.

### 5.3 Executing Contract IFB



### 5.4 Executing Alternative Delivery



## 5.5 Executing Contract CMR or Design-Build

The process is the same as executing other alternative delivery contracts, except the NTP shall be issued by the Contract Services Division and given to the CMR or DB for pre-construction services and will include a Guaranteed Maximum Price (GMP).

### 5.5.1 Guaranteed Maximum Price (GMP)

Contract Services Staff will provide CMR/DB Contract Template to firm with a copy to PM. The PM will negotiate the GMP with assistance from the Contract Services Division. Internal staff will ensure the firm uses the City's GMP Template and provides required detailed backup documentation. GMP must include General Conditions, fees, Contractor's contingency (if applicable) and owner's contingency.

For joint-bid utilities, General Conditions, fees, and contingencies must be broken down by each utility (SAWS water, SAWS sewer, SAWS recycled, CPS). NOTE: Contingencies may not be combined. **In no event may the GMP or its component General Conditions or fees exceed the amount approved in the Ordinance.**

The PM will then negotiate the schedule of construction with firm and provide schedule information to TCI Scheduling Team. In addition, the PM will provide the entire GMP to Contract Services Staff and will initiate in PRIMELink a zero sum Contract Change Request. This assumes that the contract was previously setup for pre-construction services.

Contract Services staff will then do the following:

- ensure the GMP meets all contracting standards of the City and TCI
- post GMP in PRIMELink with the contract and send original to City Clerk's Office with the SAP Barcode sheet for that specific contract
- Collect P&P Bonds for construction and provide these to the Finance Department. Copies shall be electronically filed and sent to City Clerk's Office with SAP Contract barcode sheet.
- If no FPPs are going to be used, then no change is required to the SAP PO other than annotating the FPP information in the SAP text fields. Note on the Contract Change Request which SAP PO line has the funds.
- If FPPs are going to be used and there is a need to systemically track and control expenditures for the FPP, put the amount for this package in the next available SAP PO line. The SAP PO line containing the unused contract funds must be reduced by the amount that the new SAP PO line was increased. If tracking all of the FPPs on the same invoice is acceptable, the FPPs can use the same SAP PO line and no changes to SAP are required other than annotating the FPP information in the SAP text fields. Any allowances or contingencies should be placed on the same SAP PO line as the work. Note on the Contract Change Request which SAP PO line was used. Do **not** forward/approve the Contract Change Request until everything is completed because the Change Order Request will not be seen again.
- The TCI PRIMELink Team will update the existing PRIMELink PO line or create a new PO line as appropriate. The PRIMELink PO line 0 is reduced by the amount. List individually any contingencies or allowances that are part of the GMP separate from the original line in the PRIMELink PO line.

### 5.5.2 Fixed Price Proposal (FPP) (CMR Subcontracting Piece)

CMR/DB must publicly advertise and receive bids or proposals from Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A firm may seek to perform portions of the work itself if the firm submits its bid or proposal for those portions of the work to the City the day before the firm plans to open bids for all other Subcontractors.

The bid opening will be attended by Contract Services staff and the PM as needed. After the bid opening, the firm, the PM, and the Design Consultant shall review all Subcontractor bids confidentially. If a selected Subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this Section, the firm may, without advertising, fulfill the contract requirements itself or select a replacement

Subcontractor to fulfill the contract requirements. Approval by the PM and EDD/TCI Small Business is required to replace Subcontractors.

The CMR/DB is then responsible for the following:

- Providing the PM with documentation containing all bids and the bid analysis provided by the firm
- Making all bids public after the award of the contract or not later than the seventh day after the date of final selection of bids or proposals, whichever is later. **\*\*Note that the PM is ultimately responsible for ensuring that this is done.\*\***
- Providing completed SBEDA Subcontractor/Supplier Utilization Plan Form for CMR/DB subcontracting to Contract Services Staff.

Contract Services staff and EDD will then review the completed CMR/DB SBEDA Subcontractor/Supplier Utilization Plan Form and notify the PM of any concerns. Contract Services will also ensure that FPP meets all contracting standards of the City and TCI and will notify the PM of any concerns.

The PM then needs to do the following:

- Notify the CMR/DB in writing if he/she is accepting or rejecting the FPP.
  - Note: If the CMR/DB reviews, evaluates, and recommends to the City a bid from a Subcontractor but the City requires another bid to be accepted, the City shall compensate the CMR/DB by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the CMR/DB may incur because of the City's requirement that another bid be accepted.
- Provide accepted FPP to Contract Services Staff.
- Initiate in PRIMELink a zero sum Contract Change Request. This assumes that the contract was previously setup for pre-construction services.
  - On the Contract Change Request list the FPP schedule of values to include associated contingencies, allowances and a reduction in PO line 0. This will result in no change to the contract.

Contract Services staff will then post the FPP in PRIMELink with the contract and send original to City Clerk's Office with the SAP Barcode sheet for that specific contract. They will provide a copy of the FPP to TCI Fiscal Division. If there is a need to systemically track and control expenditures for the FPP, put the amount for this package in the next available SAP PO line. The SAP PO line containing the unused contract funds must be reduced by the amount that the new SAP PO line is being increased by. If tracking all of the FPPs on the same invoice is acceptable, the FPPs can use the same SAP PO line and no changes to SAP are required other than annotating the FPP information in the SAP text fields. Any allowances or contingencies should be placed on the same SAP PO line as the FPP. Note on the Contract Change Request which SAP PO line was used. Do **not** forward/approve the Contract Change Request until everything is completed because the Contract Change Request will not be seen again.

- The PRIMELink Team will update the existing PRIMELINK PO line or create a new PO line as appropriate. The PRIMELink PO line 0 is reduced by the amount. List individually any contingencies or allowances that are part of the FPP separately in the PRIMELink PO line 0.
- The CMR/DB will provide an updated schedule containing the new FPP to the TCI Scheduling Team and furnish a copy to the PM. This schedule will then be uploaded into Primavera by internal staff.
- Once all of this has been completed, all parties involved will attend a pre-construction meeting. The PM and Contract Services staff, when requested will facilitate the pre-construction meeting and issue NTP for the FPP or a full NTP for construction services.

## 5.6 Purchase Requisition (PR) Process

Same as outlined in the COSA Procurement Policy & Procedures Manual.

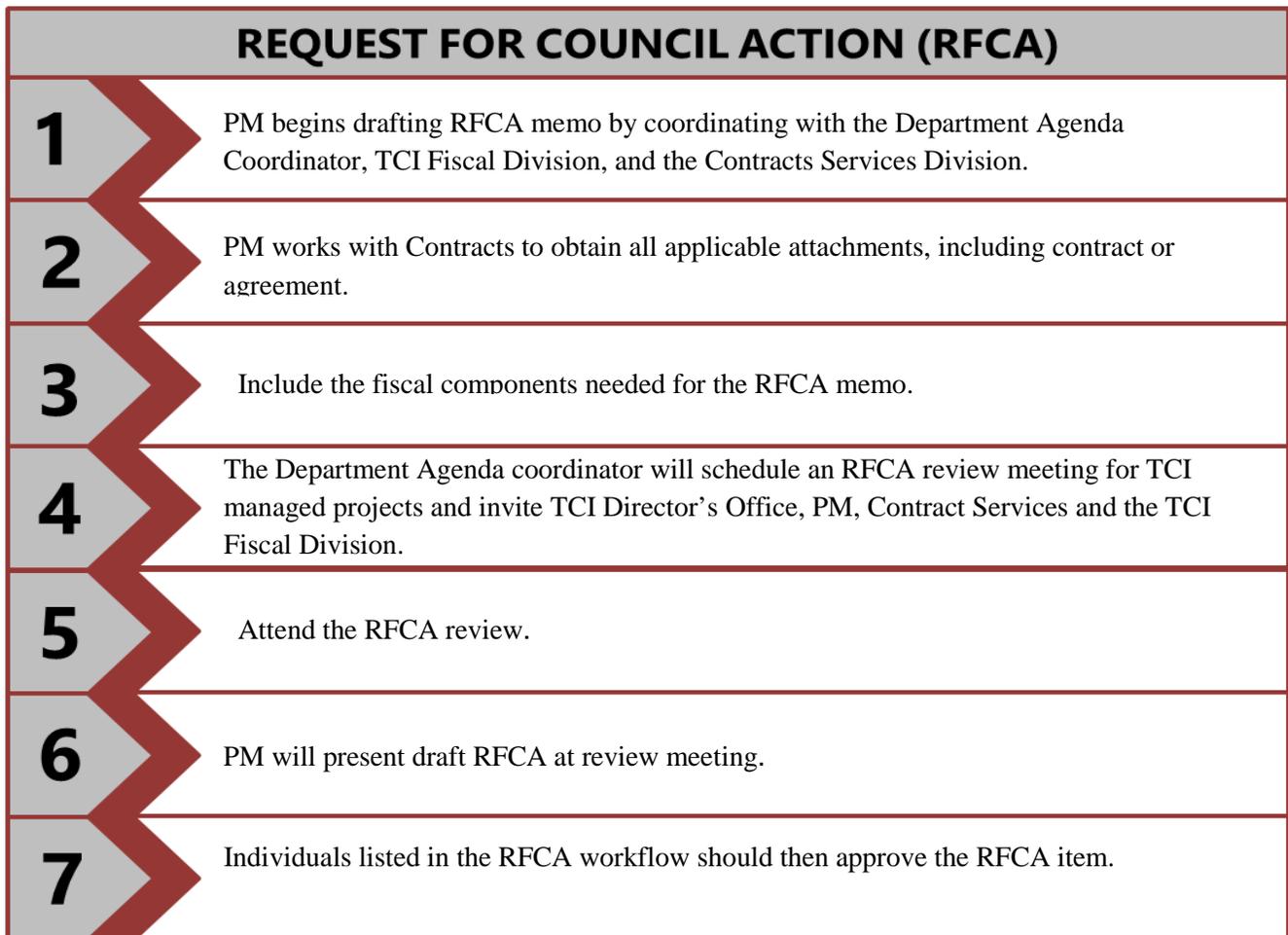
The managing City department is responsible for entering PRs, Contracts and POs into SAP and responsible for all SAP maintenance.

For TCI Managed projects, TCI Fiscal Division shall enter all PRs and Contract Services shall enter all contracts and create new POs.

## 5.7 Request for Council Action (RFCA)

Same as outlined in the COSA Procurement Policy & Procedures Manual.

The RFCA Process for TCI managed projects is as follows:



The fiscal components that need to be included in the RFCA (as mentioned in Step 3 above) vary based on the type of solicitation. These components are as follows:

**Design** – cost should include additional services allowance

**Construction:**

**IFB** – Cost should specify all accepted alternatives

**CMR/Design Build**

1. Pre-construction services and/or Design Costs

2. General Conditions
3. Fees
4. Not to exceed amount for construction GMP or (construction cost limitation) based on designer's estimate or budget.

### 5.8 Pre-Construction Meeting

Contract Services Staff (and the Design Consultant) shall attend the pre-construction meeting and bring final copy of bid package (including all addenda) and the final plans/specifications for the Contractor. If plan rooms have returned copies of plans/specifications, provide those to selected Contractor as well. During the pre-construction meeting, Contract Services staff should ensure the following:

- Contractor has submitted the Change to Utilization Plan form
- Contractor has the appropriate Wage & Hour Decision

### 5.9 Notice to Proceed for Construction Contracts

Contract Services Staff shall provide Contractor with executed Notice to Proceed (NTP) from Contract Administrator and PM and shall provide a copy to the TCI Scheduling Team. The NTP shall include effective date or NTP. This shall start the contract calendar days.

In the event that the start of work is delayed refer to the following scenarios:

- If something outside the Contractor's control is preventing Contractor from starting work on the project, issue a Time Suspension Letter.
- If something within the Contractor's control is preventing Contractor from starting work on the project (such as lack of submittals, schedule, bonds, insurance) issue a Work Suspension Letter. Note that contract time shall continue.

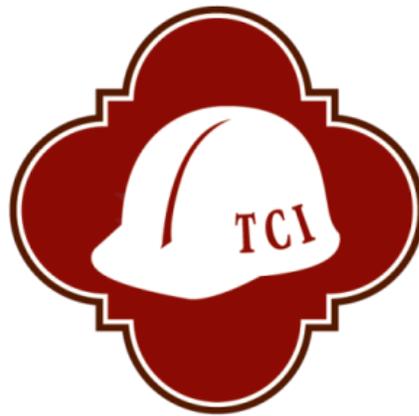
### 5.10 Project Schedules

The following process shall be utilized:

1. The person(s) creating and sending the pre-bid/pre-construction meeting invitations will ensure that the TCI Scheduling Team is sent an invitation.
2. The PM will provide the TCI Scheduling Team with the project number (WBS), number of calendar days on the contract, expected date of Council Action, name and e-mail of contact form Contractor.
3. The TCI Scheduling Team will provide the Contractor with a Primavera schedule template that does not exceed the calendar days provided by the PM. A copy will also be provided to the PM.
4. The PM will provide the Contractor with the date of the pre-construction meeting and partial NTP that the Contractor may proceed with providing a baseline construction schedule.
5. The PM will request that the Contractor submit the schedule to the TCI Scheduling Team and to provide a copy to the PM.
6. The TCI Scheduling Team will receive the baseline schedule from Contractor, conduct a preliminary review, print to pdf and send to the PM and Inspector for review.
7. Upon receiving the baseline schedule, the PM will review the schedule along with the Inspector. The PM will provide comments to the TCI Scheduling Team.
8. If the baseline schedule is unacceptable, the TCI Scheduling Team will provide written comments to the Contractor.

# PART 3

# CONTRACT MANAGEMENT



# CHAPTER 6 Contract Administration

## 6.1 Contract Administration

One person shall be identified as the manager of a contract. This individual shall not be a part of the Contract Services Division. The responsibilities of the identified contract manager (with input from Contract Services) shall include:

- Determine the length of the contract and term/number of extensions
- Request the contract’s extensions to Contract Services at least two (2) months prior to termination of contract (only when extensions were allowed in the solicitation and per the Ordinance/original contract)
- Request that Contract Services begin new solicitation six (6) months prior to termination of contract
- Determine capacity of the contract
- As specific projects are identified during the term of the contract, if not included in the original contract’s terms, the designated contract manager shall contact the firm and negotiate the specific scope of services and compensation, in accordance with the contract terms and fees, to be formalized in a TO to the On-Call/IDIQ contract..
- No TO may be submitted after the date of contract termination. If a TO has begun, prior to contract termination, it may continue on the same contract until the scope is completed for that specific TO.
- Track and assess liquidated damages, if applicable, if contract does not meet substantial or final completion by the contracted date.

No retainage or other fees shall be paid to firms except for those associated with specific projects. For On-Call contracts, funding typically is not committed until a TO is issued against a specific contract for a specific project.

## 6.2 Project Manager (PM) Responsibilities

Project Manager Responsibilities	
Solicitation	Provide electronic version of plans, specifications, special conditions, etc. to Contract Services
	Submit Contract Request in PRIMELink. Contract officers from departments other than TCI shall coordinate with the Contract Services Division.
Negotiation & Execution	Begin Drafting RFCA memo by coordinating with the Department Agenda Coordinator, TCI Fiscal Division, and the Contract Services Division.
	Include the required fiscal components in the RFCA memo.
	Attend the RFCA review meeting and present draft RFCA at meeting.
	Negotiate Terms and Conditions for the Contract
	Negotiate Prices/fees for the contract.
	Provide plans and specifications to D-B for pre-construction services and GMP.
	Provide TCI Scheduling Team with project number (WBS), number of calendar days on the contract, expected date of Council Action, name and email from Contractor.
	Provide Contractor with date of preconstruction meeting and partial NTP that the contractor may proceed with providing a base-line construction schedule.

	Receive baseline schedule from Contractor, conduct preliminary review, print to pdf and send PM and Inspector for review.
	Receive baseline schedule for Scheduling Team and review, along with the Inspector. Provide comments to TCI scheduling team.
<b>CONTRACT MANAGEMENT</b>	Review Project and Contract expectations with Contractor/Consultant at preconstruction meeting and for duration of Project.
	Review Pay Applications and ensure all appropriate documentation is attached and accurate.
	Submit Change Orders in a timely manner, including adding days when appropriate and approved by City.
	Verify work is completed as required.
	Report all claims and contract compliance concerns to Contract Services in a timely manner.
	Notify Contract Services when a Project is not likely to be completed by the stated completion date.
	Notify Contract Services if there are any Performance Issues that may jeopardize the successful completion of the Project.
<b>Closeout</b>	Complete closeout database. Notify the PRIMELink Team that the Contract will be requesting retainage release soon and to setup the Retainage Release workflow assignments.
	Request that PRIMELink initiate the closeout business process.
	Determine all work has been done and that final payment estimate has been paid.
	To release allowances or contingencies from one FPP to be used on another, initiate closeout business process.
	Upon final completion, request that the PRIMELink Team create a Release of Retainage Form.
	Ensure all outstanding bills are paid, particularly Real Estate, including verifying all COs/TOs have been processed and paid.
	Request TCI Fiscal Division to close the project.

### 6.3 Liquidated Damages (Projects with and without inspectors)

Liquidated Damages (LDs) values, listed in all contracts, shall be coordinated with and approved by the Contract Administrator. LDS shall be a quantitative dollar amount, taking into account all of the financial exposure the City will suffer if the Substantial Completion and/or Final Completion dates are not met by the Contractor/CMR/Design-Builder. Contractors may appeal the calculated LDs assessment to the TCI Director, the Assistant City Manager for TCI or to the managing department.

LDs are to be calculated and stated in the solicitation documents and apply to both the Substantial Completion date and the Final Completion date. If a Contractor exceeds its date for either Substantial Completion or Final Completion (taking into

account any days added to the project by the PM), and LDs shall begin to accrue, the Contract Services Division shall notify the Contractor that LDs have begun to accrue on the project and PRIMELink shall add the line to the Statement of Values and shall begin including a line item on its subsequent submitted pay application(s), from the date of either Substantial Completion, Final Completion or both forward, and begin deducting LDs from its monthly pay application. The failure of Contractor to include the now-required LDs line item in its pay application shall result in the rejection of its monthly pay application

## 6.4 Review Meetings

Review Meetings are to be utilized when the City desires to collect additional information about a potential Contractor, prior to award of a low bid contract, and are advantageous and a requirement when entering into a contract with a first-time Contractor doing work for the City. The purpose of a Review Meetings is to determine if a prospective Contractor is “responsible”. Also, when a potential low bid Contractor is deemed “non-responsive” due to the Contractor not meeting its published SBEDA requirements at the time of a proposal or bid submission, the City shall hold a Review Meetings, to include representatives from TCI, EDD and the TCI Small Business Division, to review the submitted bid and SBEDA plan before holding a Contractor “non-responsive.”

Review Meetings also are to be utilized when either a Contractor or a Design Consultant is not meeting the contractual requirements of its City contract.

### Roles and Responsibilities for Review Meetings

PMs shall ensure appropriate staff is made aware of the procedures for Review Meetings and that these procedures are followed. Refer to 4.7.2 for Roles and Responsibilities for Review Meetings.

#### 6.4.1 Procedures for Review Meetings

At the TCI Director or Designee’s discretion, TCI may choose to hold one or more of the following review meetings:

Name	Purpose
<ul style="list-style-type: none"> <li>▪ Due Diligence Review and Additional Information Meeting</li> </ul>	Held for first time vendors or vendors with a heavy workload to determine if they are responsive/responsible
<ul style="list-style-type: none"> <li>▪ SBEDA Responsiveness Review Meeting</li> </ul>	Held for vendors to determine if they met all the SBEDA requirements to be deemed responsive
<ul style="list-style-type: none"> <li>▪ Contract Compliance Review Meeting</li> </ul>	Held for any issues with an already awarded contract such as performance concerns, SBEDA, or Prevailing Wage

### TCI Review Meeting Policy and Procedures

TCI may elect not to hold these meetings at any time, as they are not statutorily mandated, and the decision to hold such meetings is made by the TCI Director or Designee

1. Private meeting held by TCI at TCI’s discretion in order to ensure a candid and free flowing conversation between TCI and the vendor in order for TCI to make an informed decision
2. Meeting will be recorded by the City
3. Opportunity for TCI to review additional information provided by the Vendor, before making their decision
4. TCI’s meetings and attendees are subject to TCI’s approval
5. Invitations for each meeting will be sent by letter from Contract Services and will include the following:
6. Attendees for the meeting which will include: City staff, vendor, pertinent sub-contractors

7. Instructions for process to include an attorney which includes letting TCI know in advance so we can have an attorney present as well
8. If vendor wishes to invite additional attendees to the meeting, they must let TCI know 48 hours in advance and it is at TCI's discretion to include them
9. Any decisions made will be communicated by letter sent from an Assistant Director or above

### Internal Procedure

1. The PM notifies assigned Contract Services Staff of the need for a Review Meetings and requests approval to the Contract Administrator and Director to hold Review Meetings.

2. Once request for a Review Meeting is approved by the Contract Administrator/Director, the Contract Administrator or a Contract Coordinator assigns Contract Services Staff to coordinate and schedule the Review Meetings.

3. Assigned Contract Services Staff shall work with Director's/Assistant Director's Office to get on Director's/Assistant Director's calendar

4. Through Outlook, a Contract Services Staff member shall place the meeting on the calendar of necessary attendees:

On those occasions when the PM states additional individuals should be invited to the Review Meetings or additional information should be requested of the Contractor/Design Consultant, it shall be the PM's responsibility to convey such information to the Contract Services Staff, at the time of request of Review Meetings.

5. Assigned Contract Services Staff shall draft letter inviting the Contractor/Design Consultant and, in the case of a Review Meetings required for poor performance on a project, invite Contractor's Surety representative. Contract Services Staff shall request for the Contractor/Design Consultant to bring applicable firm documents/information requested, which may include:

- Financials (to be reviewed by TCI)
- Current project workload (all projects, not just City jobs)
- Number of employees on staff
- List of equipment
- List of Subcontractors/Sub-Consultants on the job and any changes to this list
- Current projects and prospective future project list
- If SBEDA is an issue, request the submitted bid documents, Utilization Form and all other documents related to SBEDA

The Contract Administrator or designee shall draft and execute the Review Meetings notification letter and the Contract Services Staff shall both email the letter and mail it to the Contractor/Design Consultant and scan a copy for placement into the project file in PRIMELink for records. A copy of the letter also shall be sent to the PM for information and action, if necessary.

6. If financials are requested in advance, Contract Services Staff shall ensure that all attendees (except the Contractor/Design Consultant) receive copies of information submitted at least three (3) working days prior to the scheduled Review Meetings.

7. If contractor requests additional attendees, they must do so 48 hours in advance and TCI shall make the determination to add additional attendees by the TCI Director or Designee's discretion.

8.. Contract Services Staff shall ensure all attendees at the Review Meetings sign in. The sign-in sheet shall be scanned and placed in the project folder in PRIMELink.

9. Contract Services Staff shall record the Review Meetings. Contract Services Staff shall make available the recorded Review Meetings to all parties in attendance and to the Contract Administrator. If any follow-up tasks are required and/or assigned during the Review Meetings, Contract Services Staff shall record the name of the person assigned to the task. The recording of the Review Meetings shall be archived in the project folder in PRIMELink.

10. Contract Services Staff shall draft a letter to the Contractor/Design Consultant from the Review Meeting's Presiding Officer (which must be, at minimum, an Assistant Director), reviewed by the Contract Administrator, explaining any decisions made, the outcome of the Review Meetings and any next steps. This letter shall be copied to all attendees.

## 6.5 Debriefs and Process Reviews

A Respondent may request a full debriefing of the selection process with regard to its own submittal's strength and weaknesses. A firm is allowed no more than one debriefing each calendar year and only upon submitting a debriefing request within seven (7) days of receipt of an unsuccessful notification letter. A full debriefing may be provided to a Respondent only following official Council action on the award of the contract in question.

The project's Contract Services Staff, assigned to the solicitation, is responsible for reviewing the Respondent's submittal and the Evaluation Committee's comments/scores to develop a debriefing outline that shall be given to the Respondent at the debriefing. This outline should follow the standard debriefing format, as determined by the Contract Administrator.

The debriefing should be performed in a face-to-face meeting (unless requested otherwise), with an appropriate level of Contract Services Staff and PM in attendance. Note that a debriefing meeting shall last no more than 30 minutes. Since confidential information may be discussed at the meeting, it is highly recommended that only the immediate team involved in submitting for the Project attend the debriefing. Since this is a private meeting, TCI may determine the final attendance list for these meetings.

A Respondent may request a process review in lieu of a debriefing as a check on the validity and fairness of the evaluation process. The project's Contract Services Staff is responsible for reviewing the solicitation and evaluation process followed, summarizing the processes followed and submitting that process review memo to the TCI Assistant Director over Support Services. This process will be kept confidential until after the Contract has been approved by City Council. The TCI Assistant Director over Support Services will provide direction to TCI Contract Services if any subsequent action must be taken.

## 6.6 Responsible Bidders

### 6.6.1 Responsible/Non-responsible

The City may take the following items into consideration when deeming a respondent responsible/non-responsible, to include but not limited to:

- Billing issues
- Timely Completion of Projects
- Payment to subcontractors/subconsultants within the required 10 days
- Compliance with City and State Laws
- Prevailing Wage and SBEDA Compliance
- Providing complete schedules
- Conduct
- Following required administrative processes
- Adequate Contractor/Consultant access to equipment and personnel to successfully complete Project
- Ability to provide bonds and insurance
- Adherence to all applicable safety requirements

### 6.6.2 Debarment

TCI follows the COSA Procurement Policy & Procedures Manual debarment process. In addition to the City-wide policy, TCI staff shall follow this guide.

Contract Services Staff is responsible for checking the Excluded Parties List System (EPLS) of all prime Design Consultants and Contractors for federal debarment and the State of Texas Debarment List. A print screen of the EPLS and state debarred vendor list indicating that the prime Design Consultant or Contractor is not found on these lists must be included in the procurement file.

EPLS is located at:

<https://sam.gov/SAM/>

State of Texas debarment list is located at

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/)

For LAM) projects funded through TxDOT, Contract Services Staff must check both of the above debarment lists for all Sub-Consultants and Subcontractors listed on the Subcontractor/Supplier Utilization Plan or Good Faith Effort Plan. A print screen of the EPLS and state debarred vendor list indicating that the Sub-Consultant/Subcontractor is not found on these lists must be included in the procurement.

### 6.6.3 Additional Due Diligence

Contract Services Staff is responsible for checking insurance documents and ensuring appropriate bonds are procured, and that a copy of bonds and insurance documents are stored electronically in the K Drive and/or in PRIMELink.

Contract Services will work with Project Manager, Assistant/Deputy Director and City Attorney's Office to determine if a contractor or consultant will be considered responsible if necessary.

## 6.7 Small Business Initiatives

### Design Consultant and Contractor Diversity

TCI Contract Services oversees the DBE Program and directs compliance with the City's SBEDA Program in conjunction with the Economic Development Department's Small Business Office, and works with other Small Business Initiatives as applicable.

### DBE

[The Disadvantaged Business Program](#) (DBE) is used by TCI on Local Agency Managed (LAM) Projects partially funded through the Texas Department of Transportation (TxDOT). DBE Program for these projects is managed by TCI Contract Services

DBE is also used on federally funded projects at the airport. Aviation Department DBE Coordinator manages compliance on these projects.

### SBEDA

The TCI representative represents TCI at the Goal Setting Committee. The TCI Assistant Director for Support Services serves as the alternate TCI representative for the Goal Setting Committee, except when voting on High Profile contracts, where all voting members must be at the Director or Assistant Director level.

The Contract Services Division follows the SBEDA Ordinance and all policies and procedures developed by EDD. This division also performs SBEDA functions to include outreach, review of solicitation scope, scoring of proposals, review and

negotiation of utilization/good faith efforts, reviews any waivers or exception requests, project/contract breakdown by National Institute of Governmental Purchasing (NIGP) codes, supporting the goal setting committee, tracking, monitoring and reporting of utilization for all Architectural, Engineering and Construction solicitations.

## 6.8 SAP and PRIMELink Setup

### 6.8.1 Notifying New Vendors

Contract Services Staff should notify vendors that have not previously done business with the City of the following:

- New vendors are required to complete an SAP W-9 Form and a Vendor Information Form which goes to the TCI Fiscal Division
- New vendors are required to setup a PRIMELink account with the PRIMELink Team.
- New contractors shall be required to attend a Review Meetings prior to Council approval of award, unless deemed unnecessary by TCI Director.

### 6.8.2 Creating Standard Design and Construction Contracts

Once the draft RFCA is finalized, the PM will provide the PRIMELink Team with a schedule of values in Excel. The PM will also complete the PRIMELink User Access Form to assign personnel to the project and to their roles.

The TCI Fiscal Division will then create a PR in SAP for not-to-exceed amount on the Ordinance or RFCA for each funding source.

The authorized SAP PR Approver will then release the PR in SAP. Contract services staff will then create one contract in SAP. This contract should be a “construction” type contract and should be brought over in the same form as in the PR. Once this SAP Contract Record has been approved, the authorized SAP Contract Approver will then release the contract in SAP.

Contract Services staff will then create a PO in SAP using the WBS element in the PR. Contract Services should create **not less than** 2 POs. Additional POs may be required if FPPs are used, and if there is a need to track each FPP separately. Joint-bid utilities shall be in separate FPPs but may be grouped. Account assignments should be listed in the PR header text.

1. PO for pre-construction services shall **NOT** have retainage withheld. This PO needs to be in the amount of the contract for pre-construction services using the WBS approved in the Ordinance.
2. PO for City-funded construction **SHALL** have retainage withheld. This PO needs to be in the amount of the remainder of the contract for City construction services and general conditions using the WBS approved in the Ordinance.
3. Separate PO lines for construction with retainage for items funded by joint-bid utilities: SAWS water, SAWS sewer, SAWS recycled and CPS. These POs need to be in the amount of the remainder of the contract for construction services using the WBS approved in the Ordinance for each utility.

Upon receipt of all bonds, insurance and other required documents and after the PO has been reviewed in SAP, the authorized SAP Contract Services PO Approver shall release the PO.

Contract Services Staff will then complete the New Contract Data for the PRIMELink form and submit it to the PRIMELink team. The PRIMELink team will then create the contract and PO lines in PRIMELink. Typically only the pre-construction work will be placed in a chargeable PRIMELink PO line. The remaining contract construction amount should be placed in the PRIMELink PO line 0. If there are multiple lines on the PO, identify on the PRIMELink PO line 0 which PO line has the funds in SAP.

### 6.8.3 Creating Design and Construction Contracts with Contingency and/or Allowances in the Contract (Includes CMR and Design Build)

The TCI Fiscal Division should create a PR in SAP for the total amount on the contract. PR should be a “Project” type PR with an unassigned (u) account code. If there are joint design utilities, each utility should have its own line on the PR. Identify in the header of the PR which account assignments to use for each line on the PR, if it is a design contract.

Contract Services Staff will then create the contract in SAP using the same information as in the PR. Complete the New Contract Data for PRIMELink form and submit it to the PRIMELink team.

The PRIMELink team will then create the contract and PO lines in PRIMELink. Allowances and Contingencies should be placed in the PRIMELink PO line 0. If there are multiple lines on the PO, identify on the PRIMELink PO link 0 which PO line has the funds in SAP. The PR should have an unassigned (u) account code. This PR should be a “Project” type PR and should have a minimum of 2 lines. Line 1 is for the pre-construction services using the “Pre-Construction” material code. Line 2 shall be for the City funded construction. There must be separate lines using corresponding material codes on PRs for items funded by joint-bid utilities such as: San Antonio Water System (SAWS) water, SAWS sewer, SAWS recycled, City Public Service (CPS) Gas and CPS Electric. In the header text of the PR identify the WBS each line of the PO is to be assigned.

### 6.9 Using Allowances and Contingencies

The PM should first determine when allowances or contingencies are to be used and upload the zero sum Contract Change Request in order to initiate use of these funds. Contract Change Requests must clearly identify which allowance or contingency is being used. For joint-bid utilities, Contract Change Requests must identify source of funds if there is more than one source (ie SAWS sewer). The PM will review the most current invoice to verify there are funds available in the lines to be changed and will check to verify that funds are being moved within the same PO number. If not, the PM will identify which PO lines are losing and gaining funds.

To Increase or Decrease an FPP the PM will do the following:

- Negotiate the change
- Accept the Proposal Request and Negotiation Document
- Prepare a zero sum Contract Change Request
- Identify on the Contract Change Request any new or adjusted line items and the reduction to the other FPP
- Ensure there are available funds within the GMP to process this Contract Change Request

The PM will then create a zero sum Contract Change Request in PRIMELink for the allowances or contingency to be used. Note: A Proposal Request and Negotiation document must first be accepted to start a Contract Change Request. Enter the schedule of values in the detail section to include the reduction in contingencies and allowances. Be sure to identify specifically which contingencies and allowances will be reduced.

TCI Fiscal Division will review the Contract Change Request to ensure there are no funding issues. Any SAP PO lines which need to be updated should be annotated.

Contract Services Staff will then update the SAP PO with the changes and will identify which PO lines were changed. Then the PRIMELink Team will update the PRIMELink PO lines or create a new one as appropriate. The team should be sure to make the reduction on the appropriate PRIMELink PO line 0 contingencies and allowances.

### 6.10 Open Records Request (ORR)

If an ORR request is made, prior to official award of a contract, the Contract Administrator shall coordinate with the CAO to prepare a request for a ruling from the Texas Attorney General. The City must comply with the determination made by the Texas Attorney General. TCI contracting staff must notify the TCI Director of the action taken.

An ORR made after Council's awarding of a contract may be accommodated with any of the following: 1) the consent of the firm submitting the bid; 2) as a result of a ruling from the Texas Attorney General; or 3) by court order.

If a court order is received, the information requested in the ORR shall be provided. All court orders received shall be submitted to the CAO and a critical issue write up shall be sent to the TCI Director fully explaining the received court order and the action to be taken.

#### **6.10.1 Records Retention**

All records of capital projects must be retained permanently. TCI has adopted a policy of electronic data management, whereby all records are maintained in an electronic file.

# CHAPTER 7 Closeout of Contracts

## 7.1 Closeout of Construction and A/E Contracts

CLOSEOUT OF CONSTRUCTION & A/E CONTRACTS	
1	After all work is completed, determine all COs/TOs along with all work is done and that final payment estimate has been paid. This is confirmed with a letter from Design Consultant or Contractor declaring their last pay request.
2	Request PRIMELink initiate the Project closeout business process. Notify the PRIMELink Team that the Contractor will be requesting retainage release soon and to setup the Retainage Release workflow assignments.
3	To release retainage, the Contractor must complete the retainage release form found on the TCI website under Current Vendor Resources. Upload this to PRIMELink and submit for approval. Internal staff will review and approve if all task are complete.
4	For construction contracts, release the P&P Bonds.
5	Close all PO Lines, using closed PO line business process. For on-calls, use close TO business process.
6	Close SAP Contract by changing the end date.
7	Close PR if old type of PR was used.

## 7.2 Closeout FPP

The following steps should be taken to closeout FPP:

1. The Contractor completes required tasks, completes the Release of Retainage form and uploads it into the appropriate workflow.
2. The PM will determine that all work has been done and that final payment estimate has been paid.
3. The PM will close PO line for the release of allowances or contingencies from on FPP to be used on another.
4. The PM will request TCI Fiscal Division to reduce PO. Provide amount of reduction broken down by FPP.
5. TCI Fiscal Division will reduce PO of that FPP to the amount paid/amount requested by the PM.
6. The PRIMELink Team will update the invoice with closed PO line information to show deduction of available allowance or contingency, as applicable, on the invoice.
7. The PM will follow contract closeout procedures and complete the closeout database.
8. Unless a partial release of retainage is being issued, the PM will request TCI Fiscal Division to release retainage using PRIMELink Request to Release Retainage Form. This form will release all retainage for the Project.
9. The TCI Fiscal Division will release retainage in SAP in the amount requested by the PM.

## 7.3 Steps to Closeout GMP

After all FPPs, if any, have been completed, follow the same steps outlined above in Section 6.2 Closeout FPP. Once those steps are finished, follow the process below:

1. TCI Fiscal Division will close all POs.
2. Contract Services Staff will close the SAP Contract by changing the end date.
3. TCI Fiscal Division will close the PR if old type of PR was used.
4. The PM will follow contract closeout procedures and complete closeout database.
5. The PM—with verification from Contract Services Staff—will request TCI Fiscal Division to release retainage. The PM will provide the amount of retainage broken down by funding source.
6. TCI Fiscal Division will then release retainage in SAP in the amount requested by the PM.
7. The PM will ensure that all outstanding bills are paid, particularly Real Estate, and will verify that all COs/TOs have been processed and paid.
8. The PM will then request TCI Fiscal to close the project.
9. TCI Fiscal Division will request the Finance Department to close the project and lock it down in SAP. If money is still needed for a Real Estate Condemnation, warranty, or a small cost, request the Finance Department to move money into a separate project per Administrative Directive 8.9.

Please be aware that the Procurement Manual is a living document and subject to change. If any noted discrepancies occur or if there are any questions pertaining to this document kindly contact the Contract Administrator.

# Glossary

**A/E** – Architect or Engineer

**Allowance** – is an amount defined or set aside in the construction contract for specifically defined work in which scope has not been defined at the time of contract execution. An allowance amount only shall be used for the defined purpose.

**Architect** - means an individual registered as an architect under Chapter 1051, Occupations Code.

**City funded** – All funds that are managed directly by the City including General Obligation Bonds, Certificates of Obligation, HUD 108 Loans, CDBG grants, TXDOT LAM, stimulus funds and other grants. This does not include funds from SAWS, CPS or other joint-bid utilities.

**Construction Manager at Risk (CMR)** - A Construction Manager at Risk is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general Contractor and provides consultation to the governmental entity regarding construction during and after the design of the facility.

**Change Order (CO)** - A Change Order changes the contract in some way such as increasing or decreasing a GMP. COs should be fully negotiated and entered into the PRIMELink GMP Contract immediately upon negotiation. A Contractor shall not be able to bill for items on a CO until the CO has been approved by all parties in the PRIMELink workflow and the PRIMELink Team has put the item on the invoice. See 1.3.2 for details on COs.

**Contingency** – a contact amount set aside in the construction budget to be used for unforeseen conditions/circumstances or for owner requested additional scope during the construction of a project. Contingency shall be used only with the approval of the owner.

**Contractor** - in the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for constructing, rehabilitating, altering, or repairing all or part of the facility at the contracted price.

**Contract** – a contract is a binding legal agreement that is enforceable in a court of law or by binding arbitration. That is to say, a contract is an exchange of promises with a specific remedy for breach. In this procedure, there are 2 different contracts referred to: 1) the hard copy written document or “Contract” and 2) the record in SAP or “SAP Contract”

**Contract Request** – Item issued through PRIMELink by the PM team which starts the solicitation process.

**Design-Bid-Build** – The traditional procurement method whereby a Design Consultant (Architect or Engineer) completely designs the project and the construction component is bid through an IFB

**Design Build (D-B)** – A project delivery method where the City enters into a single contract with a D-B firm for the design and construction of a facility.

**Design-Build Firm** - means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.

**Design Consultant** – the Consultant hired by the City to design the project. This Consultant must be an Architect or an Engineer.

**Design Criteria Package** - means a set of documents that provides sufficient information to permit a D-B firm to prepare a response to a governmental entity's request for qualifications and any additional information requested, including criteria for selection. The design criteria package must specify criteria the governmental entity considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as applicable.

**Engineer** - means an individual licensed as an engineer under Chapter 1001, Occupations Code.

**Fee** - "Fee" in the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means the payment a construction manager receives for its overhead and profit in performing its services. In general, this should be negotiated at 3-5% depending on size of project. Larger projects have lower percent.

**Fixed Price Proposal (FPP)** - is a subcomponent of the GMP. The total of all FPPs cannot exceed the overall contract GMP. An FPP must include a Schedule of Values.

**FPP Group** – A group of Fixed Price Proposals all being executed at the same time on the same PO. The FPP group shall be on one invoice in the PRIMELink and have one PO in SAP. Example: joint-bid utility relocations where SAWS and CPS Gas start and end prior to the City work.

**General Conditions** - "General conditions" in the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means on-site management, administrative personnel, insurance, bonds, equipment, utilities, and incidental work, including minor field labor and materials. The PM should obtain a Schedule of Values for the General Conditions to determine compliance and reasonableness of cost for the General Conditions.

**Guaranteed Maximum Price (GMP)** - The price that the Construction Manager at Risk states is the maximum price that he shall charge for the project. This amount is committed in the project throughout the life of the contract and can only be changed through CO. All GMPs must include a Schedule of Values but these shall only be loaded into PRIMELink GMP Contract if there shall not be any FPPs.

**High Profile** – Discretionary solicitations with a contract value of \$1 million dollars or more, and/or of a highly technical nature, or high public interest.

**Invitation for Bids (IFBs)** – A procurement document for low bid solicitations requesting price proposals. IFBs are governed by Chapter 252 of the Texas Local Government Code.

**Invoice** – also called a **pay estimate** or **bill** is a commercial document indicating the work performed, quantities, and agreed prices for products or services the Contractor has provided to the City.

**Joint-Bid** – the practice of utility companies, such as SAWS and CPS, joining with the City to bid out utility and City work on the same solicitation for projects that require both utility and City work.

**Local Agency Managed (LAM)** - Projects that involve partial funding through the Texas Department of Transportation in which the City manages the design and construction.

**Liquidated Damages** – is the sum of money incurred by and paid to the Owner by the Contractor when Contractor exceeds its date for either Substantial Completion or Final Completion, as per contract, when damages to the Owner are incurred.

**Notice to Proceed (NTP)** – a letter issued by the City to a Contractor stating when work shall begin. Time for performance time begins as of the date of the NTP.

**Ordinance** – A law passed by City Council. Ordinances are required to give the City Manager or her designee permission/authority to execute contracts, change orders and amendments.

**Partner Agency** – Any Agency partnering with the City to provide leveraged funding or contributing in some way to a Project.

**Project Manager (PM)** - The City's PM is responsible for all aspects of the project.

**Purchase Order (PO)** - A commitment in SAP to pay a vendor. A PO shall tie up money in the project budget.

**PRIMELink** – The City's Project management software.

**PRIMELink GMP Contract** – A contract record in the PRIMELink that keeps track of changes to the GMP. It does not track expenses or actual commitments in an FPP.

**Purchase Requisition (PR)** - A form in SAP needed to create the SAP contract.

**Project Budget** – The amount budgeted in the project for each work task.

**Responsible**- a term used in determining if a firm has the capacity to handle a project beyond consideration of the lowest bid, or the bidder who provides goods or services at the “best value.” TEX. LOC. GOV'T CODE §252.043. When determining “best value,” the City may consider factors other than the purchase price of the goods and services, including among other things: (1) the reputation of the bidder and the bidder's goods or services; (2) the quality of the bidder's goods or services; (3) the bidder's past relationship with the City; and/or (4) any other lawful criteria. Id.

**Request for Council Action (RFCA)** – Request for Council Action memo that initiates an ordinance

**Right of Way (ROW)** - Property acquired or owned by the City for use for public streets or drainage.

**Small Business Office (SBO)** - Is the Small Business Office of the Economic Development Department. For all A/E and Construction Contracts, the TCI SBO staff shall handle this function.

**SAP** – The City's financial management software. SAP stands for Systems, Applications and Programs.

**Schedule of Values** – a detailed statement furnished by a construction Contractor outlining the portions of the contract sum which allocates values for the various parts of the work and is used as the basis for submitting and reviewing payments. The Schedule of Values for a CMR contract should include all allowances and both Contractor and owner contingency.

**Task Order (TO)** - Task Orders do not change the contract and are typically used to direct a Contractor to do work or to move money within a contract such as moving funds from Contractor's or owner's contingency into a billable item on the invoice. TOs should be fully negotiated and entered into PRIMELink immediately upon negotiation. A Contractor shall not

be able to bill for items on a TO until the TO has been approved by all parties in PRIMELink workflow and PRIMELink Team has put the item on the invoice.

**Zero Sum Task Order** – A task order that has an “add to” on one line and a “deduct to” on another line resulting in a net of \$0.

**WBS Element** – In this procedure, the WBS relates to the SAP account information, not the Contractor’s work breakdown structure.

# Acronym Guide

The following acronyms are terms frequently associated with TCI contracts.

**ADA** – Americans with Disabilities Act

**COSA** – City of San Antonio

**CPS** – City Public Service (CPS) Energy

**FEMA** – Federal Emergency Management System

**FHWA** – Federal Highway Administration

**GIS** – Geographic Information System

**LAM** – Local Area Management

**QA/QC** – Quality Assurance/Quality Control

**ROW** – Right-of-Way

**SARA** – San Antonio River Authority

**SAWS** – San Antonio Water System

**TCEQ** – Texas Commission on Environmental Quality

**TDLR** – Texas Department of Licensing and Regulation

**TXDOT** – Texas Department of Transportation

**USACE** – U.S. Army Corps of Engineers

