



**San Jacinto River Authority
Purchasing Department
1577 Dam Site Road
Conroe, Texas 77304**

**REQUEST FOR PROPOSALS
RFP 18-0060**

**ANNUAL AGREEMENT FOR MAINTENANCE AND EMERGENCY
REPAIRS OF THE WHOLESALE WATER TRANSMISSION, DISTRIBUTION,
AND WASTEWATER COLLECTION SYSTEMS**

NIGP CLASS and ITEM

913	91
913	92
936	91

**Issue Date: Thursday, May 10, 2018
Response Due Date and Time (Central Time):
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1. GENERAL NOTICE

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In accordance with the provisions of Chapter 49 of the Texas Water Code, and San Jacinto River Authority (SJRA) Purchasing Policy and Procedures Resolution dated August 22, 2013, SJRA has issued this Request for Proposals (RFP) to contract with an Individual, Firm, or Company (Contractor), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas, with considerable experience in providing **On-call Maintenance and Emergency Repairs of the Wholesale Water Transmission, Distribution and Wastewater Collection Systems, to include all related**

SJRA is exempt from Federal Excise and State Sales Tax. SJRA qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise, and Use Tax Act. Any Contractor performing work under this contract for SJRA may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

2. OVERVIEW OF SAN JACINTO RIVER AUTHORITY

SJRA was originally created by the Texas Legislature as the "San Jacinto River Conservation and Reclamation District" by House Bill No. 832, Chapter 426, of the General and Special Laws of the 45th Texas Legislature, Regular Session, 1937. In 1951, the Texas Legislature changed the name of the "San Jacinto Conservation and Reclamation District" to "SJRA." SJRA is a government agency whose mission is to develop, conserve, and protect the water resources of the San Jacinto River basin. Covering all or part of seven counties, the organization's jurisdiction includes the entire San Jacinto River watershed, excluding Harris County. This includes all of Montgomery County and parts of Walker, Waller, San Jacinto, Grimes, Fort Bend, and Liberty Counties. SJRA is one of ten (10) major river authorities in the State of Texas, and like other river authorities, its primary purpose is to implement long-term, regional projects related to water supply and wastewater treatment.

SJRA's general offices are located at 1577 Dam Site Road, Conroe, Texas 77304. SJRA has five (5) separate divisions, the General and Administrative Division, Lake Conroe Division, Woodlands Division, Highlands Division, and Groundwater Reduction Plan (GRP) Division. More information can be accessed here: <http://www.sjra.net/about/>.

3. PROJECT REQUIREMENTS AND DESCRIPTION

SJRA has identified the need for Contractors, Companies, or Firms to provide **On-call Maintenance and Emergency Repairs of the Wholesale Water Transmission, Distribution and Wastewater Collection Systems.**

The Contractor shall furnish all required labor, materials, supplies, and travel required in connection with maintenance and emergency repairs. SJRA expects that the project staff will include individuals with expertise in the maintenance and repairs of Water and Wastewater transmission, distribution, collections systems and related facilities.

Project Background

The SJRA has identified the need for qualified contractors to provide On-Call Maintenance and Emergency Repair Services for the Wholesale Water Distribution and Wastewater Collection Systems throughout the SJRA service area that includes Conroe, TX, The Woodlands, and Montgomery County. This includes all pressure lines (water distribution, water transmission, and sanitary sewer force mains) up to and including 30-inches in diameter; and all gravity sewer lines up to and including 72-inches in diameter.

Anticipated Scope of Work

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1** Prior to the start of maintenance or emergency repair, Owner will designate in writing a person or entity to act as Owner's Representative during maintenance or emergency repair. The Owner shall retain the right to communicate directly with the Contractor. However, except as otherwise provided in the Contract, the Owner shall issue communications to Contractor through the Owner's Representative. Owner's Representative will be responsible for providing Owner-supplied information and approvals. Owner's Representative will also endeavor to provide Contractor with prompt notice if it observes a failure on the part of the Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work; however, failure of the Owner's Representative to provide Contractor with such notice shall not relieve Contractor of any of its responsibilities under the Contract.
- 5.2** Owner and Owner's Representative will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of maintenance or emergency repair or the safety precautions and programs incident thereto. Owner and Owner's Representative are not responsible for any failure of Contractor to comply with Legal Requirements applicable to furnishing or performing the Work. Owner and Owner's Representative are not responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of Owner or Owner's Representative to discover, or object to or condemn any Defective Work or material shall not relieve Contractor from the obligation to properly and fully perform the Contract.
- 5.3** Owner and Owner's Representative are not responsible for the acts or omissions of Contractor, or of any Subcontractor, any Manufacturer or Supplier, or of any other person or organization performing or furnishing any of the Work. Contractor acknowledges and agrees that Owner's or Owner's Representative's direction to perform Work in accordance with the approved schedule is not a demand for acceleration or a dictation of Contractor's means or methods.
- 5.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness. The Owner or Owner's Representative shall have a reasonable amount of time to investigate Site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. Contractor must notify the Owner and/or Owner's Representative in writing, if the time for the investigation, review, analysis of any

submittals, required for changes or otherwise required for Owner's decision, impacts in any way the maintenance or emergency repair Schedule.

5.5 Furnishing of Services and Information

5.5.1 Owner may provide, at its own cost and expense, for Contractor's information and use, any of the following, all of which are not binding on Owner, are not Contract Documents, are not warranted or represented in any manner to accurately show the conditions at the Site of the Work, and shall not be the basis for any Claim for damages, additional compensation or extension of time should the actual conditions in the course of the Work vary or differ from conditions or information contained in or inferable from them:

- .1** Surveys describing the property, boundaries, topography and reference points for use during maintenance or emergency repair, including existing service and utility lines;
- .2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
- .3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and maintenance or emergency repair of the Project and enable Contractor to perform the Work;
- .4** A legal description of the Site;
- .5** As-built and record drawings of any existing structures at the Site; and
- .6** Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, known by the Owner to be in existence at the Site.

5.5.2 Owner shall provide at its own cost and expense the following services:

- .1** SJRA shall notify customers of the maintenance or emergency repair, as needed;
- .2** Isolation of water lines. The Contractor is not authorized to adjust SJRA valves unless specific instructions to do so are given on site by authorized SJRA staff;
- .3** Traffic control plan to execute, unless otherwise directed;
- .4** All Construction Materials Testing services related to bedding, backfill, concrete, asphalt, and other materials testing;
- .5** Coordination with entities requiring inspection or other activities.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence:

6.01.1 Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the maintenance or emergency repair in accordance with the Contract and other related documents provided by the Owner. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

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construction. Contractor shall be responsible to see that the completed maintenance or emergency repair strictly complies with the documents provided by Owner.

6.01.2 Contractor shall have an English-speaking, competent Superintendent on the Work at all times that Work is in progress. The Superintendent will be Contractor's representative on the Site and shall have the authority to act on the behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to Contractor. Contractor's Superintendent and Project Manager shall provide cellular telephone numbers and emergency and home telephone number(s) at which one or the other may be reached if necessary when Work is not in progress. Telephone or cellular phone number(s) shall be to a live person having responsible authority for the Work and not an answering machine or answering service. The Superintendent must be an employee of the Contractor, unless such requirement is waived in advance in writing by the Owner. If the Contractor proposes a management structure with a Project Manager supervising, directing, and managing construction of the Work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager:

- .1 Contractor shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of Work of a similar scale and complexity. If, in the opinion of the Owner, the proposed Superintendent does not have sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
- .2 The Superintendent shall not be replaced without prior Written Notice to Owner's Representative. If Contractor deems it necessary to replace the Superintendent, Contractor shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
- .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative.
- .4 Contractor shall replace the Superintendent upon Owner's request in the event the Superintendent is unable to perform to Owner's satisfaction.

6.02 Labor, Materials and Equipment:

6.02.1 Contractor shall maintain a work force adequate to accomplish the Work within the Contract Time Requirements. Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. Contractor, Subcontractors, Sub-Subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Owner's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, Contractor, Subcontractors, Sub-Subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on Owner's property. If Owner or Owner's Representative notifies Contractor that any worker or representative of Contractor is incompetent, disorderly, abusive, or

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disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law or this Contract, or has possessed or was under the influence of alcohol or drugs on the job, Contractor shall immediately remove such worker or representative, including any officer or owner of Contractor, from performing Contract Work, and may not employ such worker or representative again on Contract Work without Owner's prior written consent. Contractor shall at all times maintain good discipline and order on or off the Site in all matters pertaining to the Project. Contractor shall pay workers no less than the applicable wage rates established for the Contract, and maintain weekly payroll reports as evidence thereof, in accordance with the requirements of Chapter 2258 of the Texas Government Code.

6.02.2 Except as otherwise stated in the Contract, all Work at the Site shall be performed during regular Working Days and regular Working Hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without the Owner's prior written consent.

6.02.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, Contractor shall furnish satisfactory evidence (reports of required tests, Manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Manufacturer or Supplier, except as otherwise provided in the Contract Documents.

6.02.5 Substitutes and "Approved Equal" Items:

.1 Whenever an item of material or equipment is specified or described in the Contract by using the name of a proprietary item or the name of a particular Manufacturer or Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Manufacturers or Suppliers may be submitted by Contractor, at Contractor's sole risk, including potential impacts and disruptions to the Critical Path of the Project Schedule, to Principal Architect/Engineer for their review and approval through Owner's Representative under the following circumstances:

(a) "Approved Equal": If in Principal Architect/Engineer's and Owner's sole discretion an item of material or equipment proposed by Contractor is functionally equal and of equivalent type and quality to that named, and sufficiently similar so that no change in related Work, time of performance or Contract Amount will be required, it may be approved by Principal Architect/Engineer and Owner through the submittal process as an "approved equal" item. Contractor shall provide Principal

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- Architect/Engineer and Owner with all necessary documentation required for Principal Architect/Engineer and Owner to make their evaluation.,
- (b) Substitute Items: Contractor may submit an item of material or equipment which does not qualify as an "approved equal" item, or may resubmit an item of material or equipment proposed by Contractor and rejected by Principal Architect/Engineer or Owner as an "approved equal."
- .2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may, at Contractor's sole risk, including potential impacts and disruptions to the Critical Path of the Project Schedule, with prior approval of Principal Architect/Engineer, furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. All such proposed substitutions must be clearly identified as being a "**Substitution**" in all of the Contractor's submittals. Contractor shall submit sufficient information to Owner's Representative to allow Principal Architect/Engineer's, in Principal Architect/Engineer's sole discretion, evaluation of the proposed substitute as an equivalent to that method or procedure expressly called for by the Contract Documents. The procedure for review by Principal Architect/Engineer will be same as that provided for substitute items in Division 01.
- .3 Principal Architect/Engineer's Evaluation: Principal Architect/Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Subsections 6.02.5.1(a), 6.02.5.1(b), and 6.02.5.2. Principal Architect/Engineer and Owner will be the judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until Principal Architect/Engineer's and Owner's review is complete, and any "approved equal" is approved through the submittal process, or any approved substitute is evidenced by either a Change Order, or a Change Directive. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety Bond with respect to any approved substitute. Owner shall not be responsible for any Delay due to review time for any "approved equal" or substitute.
- .4 Contractor's Expense: All data and documentation to be provided by Contractor in support of any proposed "approved equal" or substitute item will be at Contractor's expense.
- .5 The approval of the Principal Architect/Engineer and/or Owner will not relieve the Contractor from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve Contractor from its primary responsibility and liability for curing Defective Work and performing warranty work, which the Contractor shall cure and perform, regardless of any claim the Contractor may choose to advance against the Owner, the Principal Architect/Engineer or Manufacturer.
- .6 Notwithstanding the foregoing, it is agreed and understood that the Contract Amount shall not be adjusted as a result of the Contractor's use of the cost of any possible substitute or "approved equal" items in calculating its Bid/Proposal price.

6.02.6 Contractor agrees to assign and hereby assigns to Owner any rights it may have to bring antitrust suits against its Manufacturers or Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with Owner should Owner wish to prosecute suits against Manufacturers or Suppliers for illegal price fixing.

6.03 Project Schedule Requirements: Unless otherwise provided, Contractor shall adhere to the Owner's Project Schedule as provided by the Owner (see 7.4), which shall be further developed by the Contractor to become the schedule for the maintenance or emergency repair.

6.04 Concerning Subcontractors, Suppliers and Others:

6.04.1 Assignment: Contractor shall retain direct control of and give direct attention to the fulfillment of this Contract. Contractor shall not assign, transfer, or convey this Contract or any portion thereof, or any right, title or interest in, to or under same, or any causes of action or claims for damages arising under this Contract or any breach thereof, without the prior written consent of Owner. In addition, without Owner's written consent, the Contractor will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.04.2 Award of Subcontracts for Portions of the Work: Contractor shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Owner will communicate such objections by Written Notice. If Owner requires a change without good cause of any Subcontractor, person or organization previously accepted by Owner, the Contract Amount shall be increased or decreased by the difference in the cost caused by any such change, and an appropriate Change Order shall be issued. Contractor shall not substitute any Subcontractor, person or organization that has been accepted by Owner, unless the substitute has been accepted in writing by Owner. No acceptance by Owner of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner to reject Defective Work. Contractor shall comply with the applicable requirements set forth in the Bid/Proposal Documents and Contract Documents with respect to Subcontractors and the subcontracting process.

6.04.3 Contractor shall enter into written agreements with all Subcontractors and Suppliers which specifically bind the Subcontractors, Manufacturers and Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Principal Architect/Engineer. The Owner reserves the right to specify that certain requirements shall be adhered to by all Subcontractors, Manufacturers and Suppliers as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreements between Contractor and Subcontractors, Manufacturers and Suppliers.

6.04.4 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Manufacturers, or Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with

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Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Manufacturer, or Supplier or other person or organization any contractual relationship between Owner and any such Subcontractor, Supplier, Manufacturer or other person or organization, nor shall it create any obligation on the part of Owner or Principal Architect/Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Manufacturer, or Supplier or other person or organization except as may otherwise be required by laws and regulations.

- 6.04.5** Contractor shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Manufacturers, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor in order to avoid any Delays or inefficiencies in the prosecution of the Work. Contractor shall require all Subcontractors, Manufacturers, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through Contractor.
- 6.04.7** Contractor shall pay each Subcontractor, Manufacturer and Supplier their appropriate share of payments made to Contractor not later than ten (10) Calendar Days from Contractor's receipt of payment from Owner.
- 6.04.8** To the extent allowed by Texas law, the Owner shall be deemed to be a third party beneficiary to each subcontract and may, if Owner elects, following a termination of the Contractor, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the Owner, rather than the Contractor; however, if the Owner requires any such performance by a Subcontractor for the Owner's direct benefit, then the Owner shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the Contractor, less previous payments to Contractor for such Subcontractor's work, and for all Work performed by Subcontractor thereafter. In the event that the Owner elects to invoke its right under this section, Owner will provide written notice of such election to the terminated Contractor and the affected Subcontractor(s).

6.05 Patent Fees and Royalties:

- 6.05.1** Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid/Proposal.
- 6.05.2** Contractor shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters patent or copyright, suitable legal agreement with the patentee, copyright holder, or their duly

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authorized representative, whether or not a particular design, device, material, or process is specified by Owner.

6.05.3 Contractor shall defend Owner in all suits or claims for infringement of any patent or copyright and shall indemnify and save Owner harmless from any loss or liability, direct or indirect, arising with respect to Contractor's process in the formulation of its Bid/Proposal or the performance of the Work or otherwise arising in connection therewith, with the exception that the Contractor will not be responsible to defend or indemnify the Owner for such loss or liability when a particular design, process or product of a particular Manufacturer or Manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Principal Architect/Engineer, unless Contractor knew or reasonably should have known of the patent or copyright violation and failed to notify Owner of same. Owner reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event Contractor shall, to the extent provided in this Subsection, indemnify and save harmless Owner from all costs and expenses of such defense as well as satisfaction of all judgments entered against Owner.

6.05.4 Owner shall have the right to stop the Work and/or terminate this Contract at any time in the event Owner discovers that Contractor's work methodology includes the use of any infringing design, device, material or process.

6.06 Permits, Fees: Contractor shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work. However, Owner or Owner's Representative will obtain and pay for the following permits, licenses and/or fees:

- .1** Site Development Permit; and
- .2** Initial Corp of Engineer Permits (404, Letter of Permission only, if applicable).

6.07 Laws and Regulations:

6.07.1 Contractor shall give all notices and comply with all Legal Requirements applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any governmental entity or public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither Owner, Owner's Representative, nor Principal Architect/Engineer shall be responsible for monitoring Contractor's compliance with any Legal Requirements.

6.07.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. Contractor shall plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

6.07.3 If Contractor performs any Work knowing or having reason to know that it is contrary to applicable Legal Requirements, Contractor shall bear all claims, costs, losses and

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damages arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with all Legal Requirements, but this does not relieve Contractor of the Contractor's obligations under the terms of the Contract.

6.07.6 Contractor shall abide by all Legal Requirements including, but not limited to, the Endangered Species Act.

6.07.7 Contractor warrants and represents that: (i) Contractor does not have any contracts with and does not provide supplies or services to any organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189 (a "Foreign Terrorist Organization"); or (ii) the United States government has affirmatively declared Contractor to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a Foreign Terrorist Organization.

6.08 Taxes:

6.08.1 Contractor shall pay only those sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.08.2 Owner is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.08.3 In addition, if the Project is construction of a water or wastewater system certified by the Texas Commission on Environmental Quality as a regional system, equipment, services and supplies used solely to construct the Project are exempted from taxes imposed by Chapter 151, Limited Sales, Excise and Use Tax, Texas Tax Code.

6.09 Use of Premises:

6.09.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor assumes full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Any such settlement shall not include any admission of liability on

the part of Owner and shall be subject to Owner's approval, which approval shall not be unreasonably withheld.

6.09.2 Contractor shall defend, indemnify and hold harmless the Owner, the Owner's Representative, the Principal Architect/Engineer, Principal Architect/Engineer's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorneys' fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Representative, Principal Architect/Engineer or any other party indemnified hereunder arising out of the Work except to the extent such claims, costs, losses or damages are caused by negligence or fault, breach or violation of a statute, ordinance, governmental regulation, standard or rule or breach of contract of the Owner, the Owner's Representative, the Principal Architect/Engineer, Principal Architect/Engineer's Consultants or any third party under the control or supervision of them other than Contractor or its agent or employee or Subcontractors of any tier.

6.09.3 During the progress of the Work and on a daily basis, Contractor shall keep the premises free from any accumulations of waste materials, rubbish and other debris resulting from the Work. Contractor shall provide such personnel, waste containers and or equipment necessary to maintain an orderly, clean and safe work site. Contractor shall keep all streets, access streets, driveways, and areas of public access, walkways, and other designated areas clean and open at all times. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall have the Site clean and ready for occupancy by Owner at Substantial Completion of the Work. Contractor shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up or restore at the completion of the Work, Owner may do so and the cost thereof will be charged against the Contractor.

6.09.4 Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: Contractor shall maintain in a safe place at the Site, or other location acceptable to Owner, one (1) record copy of all red line Record Drawings and Specifications in good order and annotated to show all changes made during the Work. These record documents together with all final samples and all final Shop Drawings and submittals will be available to Owner, Owner Representative, and Principal Architect/Engineer for reference during performance of the Work. Upon completion of the Work, these record documents, samples, Shop Drawings and submittals shall become the property of the Owner and shall be neatly labeled and organized per the Owner's direction and promptly delivered in containers acceptable to the Owner, to Owner's Representative.

6.11 Safety and Protection:

- 6.11.01** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- .1** all persons on the Work Site or who may be affected by the Work;
 - .2** all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - .3** other property at the Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Improvements not designated for removal, relocation or replacement in the course of construction.
- 6.11.04** Contractor shall comply with all applicable Legal Requirements, including but not limited to all laws and regulations of any governmental entity or public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Improvements, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor or any Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except to the extent of damage or loss attributable to errors or omissions in the Drawings or Specifications, or to the acts or omissions of Owner, the Owner's Representative, or the Principal Architect/Engineer, or Principal Architect/Engineer's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable other than Contractor or its agent, or employee, or Subcontractors of any tier). Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner that the Work is acceptable. Without limitation, Contractor shall comply with the following specific provisions:
- .1** It shall be the duty and responsibility of Contractor and all of its Subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.
 - .2** The Contractor and all of its Subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

6.11.05 Hazard Communication Programs: Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable laws and regulations.

6.11.06 Emergencies:

- .1** In emergencies affecting the safety or protection of persons or the Work at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, Owner Representative, or Principal Architect/Engineer, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. Contractor shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action.
- .2** Authorized agents of Contractor shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of Contractor or his agent to protect the Work or adjacent property from damage, injury or loss, or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should Contractor and/or its agent fail to respond and take action to alleviate such an emergency situation, Owner may direct other forces to take action as necessary to remedy the emergency condition, and Owner will deduct any cost of such remedial action from the funds due Contractor under this Contract, or Contractor shall reimburse Owner for same on demand.
- .3** In the event there is an accident involving injury to any individual or damage to any property on or near the Work, Contractor shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for Owner's and Principal Architect/Engineer's records, within forty-eight (48) hours of the event. Contractor shall cooperate with Owner on any Owner investigation of any such incident.

6.12 Shop Drawings & Submittals: For maintenance items, the Contractor shall be required to provide submittals, samples and Shop Drawings to the Owner's Representative for approval. During emergency repairs, the Contractor shall strictly follow Owner's standard specifications and details as provided in this agreement.

6.12.1 Before submitting each Shop Drawing or sample, Contractor shall have:

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- .1 reviewed and coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents;
- .2 determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- .3 determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- .4 determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

6.12.2 Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's preparation, review and approval of that submittal.

6.12.3 With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.13 Operation & Maintenance Manuals: The Contractor shall be required to provide Operations & Maintenance Manuals as it relates to 6.12, for all equipment and items being installed as part of the Work. The Contractor must compile all specified instructions, maintenance manuals and operating data.

6.14 Training of Owner's Personnel: The Contractor shall be required to provide training of the Owner's designated personnel for all mechanical equipment and items being installed on the Project.

ARTICLE 7 – PRELIMINARY MATTERS AND EXECUTION

7.1 Delivery of Contract, Bonds, Insurance, etc.: After written notification to Contractor of anticipated award of Contract, Contractor shall deliver to Owner original, hard copies of the signed Agreement, unsigned Bond forms, required evidence of insurance, including without limitation, all certificates of insurance and endorsements, signed disclosure of interested parties (Form 1295), signed Conflict of interest Questionnaire, and signed and notarized Verification Company Does Not Boycott Israel, as identified in the Bid/Proposal Documents. Within three (3) days of Contractor's receipt of the fully executed Agreement, the Contractor shall deliver the original, hard copy fully executed Bonds to Owner. The requirements of this Section 7.1 apply regardless of whether or not the Contract is also executed using electronic signatures or transmitted electronically. Any violation of this Section 7.1 by Contractor shall render the Contract voidable by Owner.

7.2 Commencement of Contract Time Requirements; Notice to Proceed: The applicable Contract Time Requirements will begin to run on the day indicated in the Notice to Proceed for the Work covered in such Notice.

7.3 Before Starting Maintenance or Emergency Repair:

7.3.1 No Work shall be done at the Work Site prior to Owner authorizing the Contractor to begin the maintenance or emergency repair in writing. Before undertaking each part of the Work, Contractor shall carefully study the documents provided to check and verify pertinent figures shown thereon and compare them accurately to all applicable field measurements and conditions and other information known to Contractor and other information made available to Contractor by Owner. Contractor shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or Discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. Contractor shall be liable to Owner for failure to report any conflict, error, ambiguity or Discrepancy in the Contract Documents about which Contractor knew or reasonably should have known.

7.4 Execution: Successful completion of the Work within the applicable Contract Time Requirements is of primary importance. **Time is of the essence to this Contract.** All work required or performed by the Contractor under this Contract shall meet the standard expected of a prudent Contractor and any standard or requirement specified in this Contract. The Contractor shall perform all its obligations required by this Contract in compliance with SJRA Standard Specifications and all applicable local, state, and federal laws, rules and regulations including TCEQ and AWWA Standards.

7.4.1 Maintenance Response: The Contractor shall respond to all other maintenance requests within **seven (7)** calendar days. Once onsite, the work shall be completed with **seven (7)** calendar days, unless agreed to otherwise. Failure to begin making a non-emergency Repair within seven (7) working days after the SJRA's request that a Repair is needed will result in a \$100 per day per penalty. Failure to complete all site restoration within fourteen (14) working days of completion of the original Repair will result in a \$100 per day penalty.

7.4.2 Emergency Repair Response: The Contractor shall respond on-site for emergency repairs within **two (2)** hours of the time the request is made to the Contractor by SJRA. Failure to have a crew on site and begin making an Emergency Repair within **two (2)** hours of the SJRA's request that an Emergency Repair is needed will result in a \$50 per hour penalty.

7.4.3 Restoration: Upon completion of the repair, the Contractor shall, backfill material to existing grade, remove and dispose of spoil and material to provide temporary access. All site restoration repairs including concrete and landscape shall be completed within **fourteen (14)** calendar days of the original Repair and shall be completed to previous or better condition.

7.4.4 Fire Hydrants. Repairs to hydrants include but are not limited to: raising or lowering of hydrant, replacing / repairing caps, sealing leaks, replacing stems, etc. On a case by case basis, SJRA may elect to replace the hydrant under this Contract.

- 7.4.5 Manholes and Valves.** Manhole Repairs under this Contract shall include replacement of (concrete and / or metal) rings and lids, adjustments to manhole elevations up to twenty-four (24) inches, resealing of manhole rings and manways, spot-patching of vertical walls and cones.

ARTICLE 8 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 8.1 Notice of Defects:** All Defective Work may be rejected, corrected or accepted as provided in Article 8. Contractor must give Owner, Owner's Representative, and Principal Architect/Engineer prompt notice of any Defective Work of which Contractor has actual knowledge. Prompt notice of all Defective Work of which Owner, Owner's Representative, Owner's CMT Consultant, or Principal Architect/Engineer has actual knowledge may be given to Contractor. Payment may be withheld by the Owner for identified Defective Work until such time as the Owner, Owner's Representative, or Principal Architect/Engineer has determined the Defective Work has been corrected such that it complies with all applicable Contract requirements.
- 8.2 Access to Work:** Owner, Owner's Representative, Owner's CMT Consultant, Principal Architect/Engineer, Principal Architect/Engineer's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. Contractor shall provide them proper and safe conditions for such access, and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.
- 8.3 Tests and Inspections:**
- 8.3.1** Contractor shall give at least twenty-four (24) hours advance notice of readiness of the Work for all required inspections, tests or approvals, and shall coordinate and cooperate with inspection and testing personnel to facilitate the required inspections or tests.
- 8.3.2** Owner shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents.
- 8.3.3** If Legal Requirements require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of any governmental entity or public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.
- 8.4 Uncovering Work:**
- 8.4.1** If any Work that is to be inspected, tested or approved is covered by Contractor without prior written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, Contractor must, if requested by Owner's Representative, uncover and recover the Work at Contractor's expense, except as provided in Section 8.4.2.

8.4.2 Uncovering Work as provided in Section 8.4.1 shall be at Contractor's expense unless Contractor has given Owner's Representative timely notice of Contractor's intention to cover the same and Owner's Representative has not acted within five (5) working days of receipt of such notice.

8.4.3 If Owner's Representative considers it necessary or advisable that permissibly covered Work be observed, inspected or tested, Contractor shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall pay or otherwise bear all claims, costs, losses and damages arising out of or resulting from such uncovering, exposure, observation, inspection and testing and satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If, however, such Work is not found to be Defective, Contractor shall, subject to Section 8.4.1, be allowed an increase in the Contract Amount or an extension of the Contract Time Requirements (including Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction.

8.5 Owner May Stop the Work:

8.5.1 If the Work is Defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty or obligation on the part of Owner to exercise this right for the benefit of Contractor or any Surety or other party.

8.5.2 If Contractor fails to correct Defective Work or submit a plan that is satisfactory to Owner for taking corrective action, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, or Owner may take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop Calendar or Working Days charged against the Contract Time Requirements.

8.6 Correction or Removal of Defective Work: If required by Owner, Contractor shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner or Owner's Representative, remove it from the Site and replace it with Work that is not defective. Contractor shall correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. Contractor shall pay all claims, costs, losses and damages arising out of or resulting from such correction or removal (including but not limited to all costs of repair or replacement of Work of others, and all costs of re-inspecting and/or retesting such Defective Work).

- 8.7 Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of Defective Work, Owner decides to accept it, Owner may do so. Contractor shall pay or otherwise bear all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating Owner for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner after a calculation by Owner of the diminution in value of the Defective Work.
- 8.8 Owner May Correct Defective Work:** If Contractor fails within a reasonable time after Written Notice of Owner to correct Defective Work, or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract, or if Contractor fails to comply with any other provision of the Contract, Owner may, after seven (7) calendar days' Written Notice to Contractor, correct any such deficiency. If, in the sole discretion of the Owner, significant progress has not been made by Contractor during this seven (7) calendar day period to correct the deficiency, the Owner may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, Owner may proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its agents and employees, Owner's other contractors, Principal Architect/Engineer and Principal Architect/Engineer's consultants access to the Site or any such offsite storage facility to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by Owner in exercising such rights and remedies will be paid or otherwise borne by Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time Requirements (including Milestones), or entitled to make any claim for damages resulting from any Delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

Please reference the following appendices for more information:

- A. Section 31 23 23.33 Flowable Fill
- B. Section f33 05 23.13 Water Line Horizontal Directional Drilling

Anticipated Schedule

The anticipated schedule for this project is as follows:

- Contract Award by SJRA: July, 2018

All of the services shall be accomplished per Section #3 project requirements, anticipated schedule, and project description of this solicitation, and as further clarified and negotiated once a respondent has been selected.

4. MINIMUM QUALIFICATIONS

The following minimum requirements must be demonstrated in order for the submission to be **considered responsive** to SJRA. Any submission received, which is determined to not meet these mandatory requirements *may be* disqualified and rejected as non-responsive. Refer to “General Conditions” of this solicitation for any general conditions and SJRA reservations of rights.

- A demonstrated competence in providing Maintenance and Emergency Repairs on Water and Wastewater infrastructure, to include installation, inspection, and testing, of these systems for government entities.
- A minimum of three (3) years of similar project experience is required.
- SJRA prefers three (3) references from customers for the services requested.
- The responding individual or business must be registered within the State of Texas to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contract. To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit: <http://www.sos.state.tx.us/corp/copies.shtml>, phone: (512) 463-5578; or email corpcert@sos.state.tx.us.

5. SCHEDULE OF EVENTS

SJRA reserves the right to change the dates indicated below:

- | | |
|---|----------------------------|
| - Issue Solicitation: | 05/10/2018 |
| - Deadline for submission of questions: | 05/30/2018 at 10:00 AM CST |
| - Deadline for submission of responses: | 06/14/2018 at 11:00 AM CST |
| - Evaluate and rank initial results: | July 2018 |
| - Official award by SJRA: | July 2018 |

SJRA is using the solicitation ‘Issue Date’ as noted in the Schedule of Events above as the official thirty (30) day notification requirement for an interview with a firm.

6. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference **will not** be conducted. Respondents may send questions directly to the listed point of contact, for direct answers. At the end of the question/answer period, all questions received and answers provided shall be posted to the website as an addendum.

7. CONTRACT TERM

It is the intention of SJRA to award a contract for a one (1) year period to one, some or all contractors meeting the minimum requirements. SJRA and the awarded Contractor shall have the option to renew this contract for an additional four (4) one-year periods. Selected contractor will be required to commence within fourteen (14) days of delivery of a Notice to Proceed. The services shall be accomplished per the Scope of Work and Services as identified within this solicitation and negotiated contract.

The Contract shall commence upon the issuance of a Notice of Award by SJRA.

8. PRICING/PRICE ADJUSTMENTS

Firm Pricing – Pricing for Award of Communication Tower Project

Pricing is firm and fixed. The Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with SJRA in the form included in **Exhibit 1** to perform all Work as specified or indicated in Contract Documents for the Contract Price indicated in this Proposal or as modified by written Amendment.

Any additional requested goods or services, in accordance with **Section #9 “ADDING NEW GOODS/SERVICE TO THE CONTRACT AFTER AWARD”**, and shall be mutually negotiated for pricing.

SJRA reserves the right to accept, reject, or negotiate any proposed price changes.

9. ADDENDA

Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the Brazos Valley Purchasing website at <http://brazosbid.cstx.gov/admin/login.asp> to ensure they have downloaded and signed all addenda required for submission with their submission.

Addenda may be issued to clarify, correct, or change the Contract Documents, Addenda or the related supplemental data as deemed advisable by SJRA. Interested parties that are not already registered on the Brazos Valley Online Bidding System website must register as a “New Vendor” to download the RFP Document(s) and receive automatic notification of Addenda.

10. ADDING NEW GOODS/SERVICES TO THE CONTRACT AFTER AWARD

Following the Contract award, **ADDITIONAL** products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor(s) to provide a proposal on the additional services and shall submit proposals to SJRA as instructed. All prices are subject to negotiation with a Best and Final Offer (BAFO). SJRA may accept or reject any or all pricing proposals, and may issue a separate RFP for the products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and

requirements as outlined in the request. Contract changes shall be made in accordance with Texas Water Code, Chapter 49.

11. EXHIBIT 4 – PRICING SHEET INSTRUCTIONS

Exhibit 4 – Pricing Sheet is included with the RFP Documents; additional copies may be obtained at <http://www.sjra.net/purchasing> or directly at <http://brazosbid.cstx.gov>. Interested parties that are not already registered on the Brazos Valley Online Bidding System website must register as a “New Vendor” to download the RFP Document(s) and receive automatic notification of Addenda.

All blanks on the **Exhibit 4 – Pricing Sheet** must be completed and submitted in accordance with the submission requirements of this solicitation. The Proposal price shall include the amount, as the Offeror deems proper for overhead and profit.

12. QUANTITIES

The quantities indicated on **Exhibit 4 – Pricing Sheet** are believed to be accurate but shall be considered only as estimates.

13. SUBSTITUTES AND "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of goods and services described in the requirements with consideration for possible “substitute” or “equivalent” items.

14. CONTRACT, TERMS, CONDITIONS, AND REQUIREMENTS

The Offeror proposes and agrees, if their Proposal is accepted, to enter into an Agreement with SJRA in the contract form included as **Exhibit 1 – Miscellaneous Services Agreement**.

Exhibit 1 is inclusive of all terms, conditions, and requirements, to perform all Work as specified and indicated in the solicitation, requirements, and Contract Documents for the contract price indicated in the Proposal or as modified by written amendment, agreed to by both parties.

15. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

If SJRA requests the identity of certain Subcontractors, Suppliers, or other persons or organizations that shall furnish the materials or services, shall within five (5) calendar days from request submit to SJRA a list of all such Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work for which such identification is requested. If an Offeror declines to make any such substitution, SJRA may formally close contract negotiations with Offeror and enter into contract negotiations with the next most highly ranked Offeror that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations.

No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

16. EXCEPTIONS

The RFP process allows for negotiation of the final submitted pricing, and requirements of this proposal, however, the terms and conditions of **Exhibit 1 – Miscellaneous Services Agreement** are *not negotiable*. The respondent shall note any exceptions to the solicitation document, within **Exhibit 3 - Attachment B - Submission Exceptions Form**. The exceptions will be reviewed to ensure they meet the minimum specifications and requirements and the proposal submission shall be ranked in accordance with the evaluation criteria. SJRA reserves the right to accept, reject or negotiate the exceptions provided.

Complete, sign, and return **Exhibit 3 – Attachment B - Submission Exceptions Form**. **Do not mark or change the text of the solicitation document, exceptions shall be noted only on this Form.**

If no exceptions are taken, the respondent shall sign in the appropriate signature block and return **Exhibit 3 – Attachment B - Submission Exceptions Form**, with their proposal submission.

17. ACKNOWLEDGEMENT

Submit a signed acknowledgement by authorized agent of the responding contractor, individual, company, or firm; complete, sign, and return **Exhibit 3 - Attachment G – Acknowledgement Form**.

18. SUBMITTAL INSTRUCTIONS

SJRA will accept submissions until the date and time on the cover sheet of this solicitation. Proposals responses received by SJRA, *will not* be opened and read aloud, in accordance to the statutory provisions of Texas Government Code 552.104. The RFP response shall be in a sealed envelope, which is clearly labeled and addressed, and delivered (by Postal Service, company, or express courier) to the address listed below:

CONFIDENTIAL: PROPOSAL RESPONSE

San Jacinto River Authority
Gilbert C. Garza, CPSM, CPPO
Purchasing Department
RFP# 18-0060 On-Call Maintenance and Repairs, Water & Wastewater
1577 Dam Site Road
Conroe, Texas 77304

SJRA reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value.

Any submission received after the date and/or hour set for solicitation opening will be returned unopened, and rejected. SJRA reserves the right to reject any or all Proposals, in part or in whole any submission, and to waive technicalities of the submission, informalities and irregularities, in the interest of obtaining best value. Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. SJRA is not responsible for missing, lost or late mail or any mail or email delays, internal or external, that may result in the submission arriving after the set time.

19. SUBMITTAL REQUIREMENTS, FORMAT, AND CHECKLIST

Respondents shall provide detailed information to allow SJRA to properly evaluate the submission, as detailed within the solicitation. SJRA requests the following format be utilized:

1. Submit response before the published due date. Submittals must be in a sealed envelope with the solicitation number and name.
2. Prepare one (1) bound original of the complete Proposal Package with original signatures, and one ***(1) electronic PDF copy on USB flash drive (memory data stick) format***, including the completed ***Exhibit 4 – Pricing Sheet in both hard copy format and MS Excel electronic format, and the completed forms from Exhibit 3.*** Clearly mark this package with the word “Original.”
3. An Original Proposal is the Proposal containing the Original signature of a person authorized to sign on behalf of the Offering Firm. Submission shall be no more than thirty-five (35) pages in length.
4. Utilize tabs to identify exhibits and attachments.
5. The submission shall be in the following order, utilizing plain section dividers:
 - a. Coversheet – including Solicitation number and name, company name, address, contact name, phone, fax, website, and email address;
 - b. Table of Contents;
 - c. Transmittal Letter, in any;
 - d. Completed Solicitation Checklist;
 - e. Exhibit 1 – Completed and executed Agreement;
 - f. Exhibit 3 – Completed Forms submitted:
 - Attachment A - Business Overview Questionnaire and Form
 - Attachment B – submission Exceptions Form
 - Attachment C – References, Schedule and Budget Compliance Form
 - Attachment D - Conflict of Interest Form
 - Attachment E - Verification Company does not Boycott Israel Form
 - Attachment F - Felony Conviction Notification Form
 - Attachment G - Acknowledgement Form
 - g. Exhibit 4 – Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format.

A complete set of RFP Documents may be accessed at the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov>) or via a link from SJRA Website <http://www.sjra.net/purchasing/>. A checklist is provided for your assistance is completing your proposal submission within this solicitation.

20. CONFIDENTIALITY OF PROPOSAL INFORMATION

All materials submitted to SJRA in response to a competitive solicitation, upon receipt by SJRA become public property, and are subject to the Texas Government Code Chapter 552 (Texas Public Information Act). There will be no disclosure of contents to competing contractors, individuals, companies, or firms, and all responses will be kept confidential during the selection process to the degree permitted by law. SJRA is subject to the Texas Public Information Act (Texas Government Code 552). In accordance with the provisions of Texas Government Code 552.110, trade secrets, commercial or financial information that may be privileged or confidential by statute or judicial decision, are exempt from required public

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disclosure. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations, in accordance to the statutory provisions of Texas Government Code 552.104. A public opening **will not** be conducted with this procurement process.

If an Offeror does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked “proprietary” at the time of submittal. SJRA will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark entire Proposal as proprietary. All information, documentation, and other materials not marked “confidential” shall be subject to public disclosure, after award of the contract.

After the contract has been awarded all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Contact SJRA Purchasing staff to document the request for a debriefing. A meeting with SJRA Purchasing staff and SJRA Division will be scheduled within a reasonable time.

21. EVALUATION PROCEDURES

Selection of a contractor to provide the aforementioned goods and services shall be in accordance with SJRA Purchasing Policies and Procedures, and Texas Water Code, Chapter 49. SJRA shall open all submissions and evaluate each respondent in accordance to the below criteria:

Step 1: Initial Evaluation

SJRA shall conduct an **evaluation** of the submission(s) in accordance with the selection criteria and will provide an initial ranking of the respondents on the basis of the proposal submission(s). SJRA reserves the right to consider information obtained in addition to the data submitted in the response. SJRA may conduct such investigations as SJRA deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to SJRA's satisfaction within the prescribed time. The selection criteria is listed below:

- a. Proposed Project Cost: The Offeror's Proposed Cost of Performing the Work shall be indicated in **Exhibit 4 Pricing Sheet. (50 points)**
- b. Experience/Past Performance of Offeror: Provide general information about the Organization as required, and provide any additional information as required. Describe Offeror's experience as a contractor and describe the Organization's operating philosophy and approach to projects. Describe the Organization's approach to managing subcontractors and suppliers, quality management, and contract administration. **(15 points)**
- c. Experience and Qualifications of Proposed Key Personnel with Similar Projects:

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Provide information on the managerial structure and the key personnel that will be actively working on this Project. Qualifications of these individuals will be considered in evaluating the qualifications of the Offeror. The Proposal must provide the services of the proposed key personnel for the life of the Project as a condition of qualification. Include more detailed information on Projects on which they have had significant involvement in the last five (5) years, or that demonstrate their experience with similar Projects. (Completion of **Exhibit 3 – Attachment C -Reference Form** shall reference these project contacts) **(20 points)**

- d. Approach/Implementation/Delivery Requirements: The Offeror shall include a brief write-up that summarizes the Offeror's approach to overall project sequence and corresponding time lines, proposed methods, proposed timeline for implementation, and any likely issues. The Offeror shall state clearly any delivery requirements or timelines as required in **Exhibit 4 – Pricing Sheet. (15 points)**

Respondent's submission of required documentation and the respondent will be awarded points based on the total amount of "good faith" effort achieved and submitted for this project.

TOTAL POSSIBLE POINTS: 100 POINTS

The submissions shall be scored as indicated above, Step 1 items a-d. Based on the outcome of the computations performed, each submission will be assigned a score for completion of the scoring process.

Step 2: Interviews (optional – to be determined by SJRA)

Following Step 1: Initial Evaluation, SJRA may conduct interviews with the top ranked respondents (shortlist). The interview format shall be determined by SJRA, but may consist of presentations by the respondent(s) and opportunity for questions and answers (Q&A). Should SJRA choose to conduct interviews with the top ranked respondent or respondent(s), they will be notified of the time and place for the interview, the interview format and agenda, any questions to prepare for the interview, and any individuals that are expected to participate in the interview. Failure to participate in the interview may result in disqualification from consideration for the project.

Step 3: Final Evaluation (optional – to be determined by SJRA)

Following Step 2: Interviews, SJRA shall conduct a final evaluation (if necessary) of the top ranked respondents (shortlist), considering all selection criteria from Step 1 items a-d, and as further defined in the shortlisted respondent's interview.

Step 4: Negotiation

Following Step 1, if Interviews are not conducted, or Step 3, if Interviews are conducted: SJRA may proceed to negotiate a contract with the **highest ranked respondent or respondent(s)**. The negotiation may involve the utilization of a BAFO process to arrive at the overall best value.

Step 5: Written Recommendation for Award

Following Step 4: Negotiation, a written recommendation for approval of a final negotiated agreement may be presented to SJRA Board of Directors requesting authorization to proceed with contract execution for the proposed services.

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It is the intent of SJRA to award this contract to the Respondent whose Proposal for completion of the Work provides the “best value” for SJRA after consideration of the relative importance of costs and other evaluation factors described in this solicitation, within accordance to the provisions of SJRA Purchasing Policies and Procedures, and Texas Water Code, Chapter 49. The successful respondent will be required to enter into a *Standard Contract/Miscellaneous Services Agreement*, similar to **Exhibit 1 – Miscellaneous Services Agreement**, of this solicitation. This RFP and the successful respondents’ response, or any part thereof, may be incorporated into and made a part of the final contract. SJRA reserves the right to negotiate final terms and conditions of the contract. SJRA also retains the right to revise the Miscellaneous Services Agreement based on review of laws passed by the Texas Legislature.

SJRA reserves the right to adopt the most advantageous interpretation of the Proposals submitted in the case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities. SJRA reserves the right to ***reject any or all Proposals***, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Offeror if SJRA believes that it would not be in the best interest of the Project to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by SJRA.

SJRA also reserves the right to waive all informalities not involving price, time or changes in the Work, and to negotiate contract terms with the Apparent Best Value Offeror. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

The qualifications of a firm shall not deprive SJRA of the right to accept a Proposal, which in its judgment offers the best value to SJRA. In addition, SJRA reserves the right to reject any Proposal where circumstances and developments have, in the opinion of SJRA, changed the qualifications or responsibility of the firm.

Material misstatements in the material submitted for evaluation may be ground for rejection of Offeror’s Proposal on this project. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the Offeror will be liable to SJRA for any additional costs or damages to SJRA resulting from such misstatements, including costs and attorney’s fees for collecting such costs and damages.

If the Contract is to be awarded, it will be awarded to the Apparent Best Value Offeror following successful contract negotiations. If contract negotiations with the Apparent Best Value Offeror are unsuccessful, SJRA will formally close contract negotiations with this Firm and attempt to open contract negotiations with the next highest-ranked firm according to the selection criteria set forth in the evaluation of proposals

Alternates ***will not*** be considered in the ranking and evaluation of the Proposals. Upon selection of the Proposal that offers the best value, SJRA may consider proposed alternates in negotiating a final Contract scope, schedule, and pricing.

22. VALIDITY PERIOD

All Proposals will remain subject to acceptance for **ninety (90) days** after the date of the opening, but SJRA may, in its sole discretion, release any Proposal prior to that date. That period may be extended by mutual written agreement of SJRA and the Offeror.

23. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by a document duly executed (in the same manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with SJRA and promptly thereafter demonstrates to the reasonable satisfaction of SJRA that there was a material or substantial mistake in the preparation of its Proposal, that Offeror may withdraw its Proposal. Thereafter, that Offeror may be disqualified from responding to a reissued RFP for the Work to be furnished under these Contract Documents.

24. CONTACT BETWEEN OFFEROR(S) AND SAN JACINTO RIVER AUTHORITY

All questions, inquiries, and communications concerning this solicitation or the meaning or intent of the Contract Documents are to be directed to the Point of Contact (POC) via email, as listed below:

Gilbert C. Garza, CPSM, CPPO
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
ggarza@sjra.net

Interpretations or clarifications considered necessary by SJRA in response to such questions will be issued by written Addenda, and posted on the Brazos Valley Online Bidding System website: <http://brazosbid.cstx.gov>. Respondents or their representatives are strictly prohibited from communicating with any SJRA Board Member, SJRA staff, consultants, or advisors regarding this opportunity during the solicitation process time period or until an award is made. Any other contact with SJRA Board, SJRA staff, consultants, or advisors regarding this contract may eliminate that contractor, individual, company, or firm, from contract award consideration. All communications regarding this RFP must be made in writing via email to POC as listed above.

25. CONFLICT OF INTEREST

No public official shall have interest in this opportunity except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, and Chapter 171.

Exhibit 3 – Conflict of Interest Form contained in this solicitation. This form **must be completed and submitted with any response.** In accordance with the statutory provisions of Chapter 176.006 of the Texas Local Government Code, all respondents to this solicitation are required to file a public disclosure of certain information concerning persons doing business or seeking to do business with SJRA,

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including affiliations and business and financial relationships such persons may have with SJRA Officers. By doing business or seeking to do business with SJRA, including submitting a response to the solicitation, the respondent acknowledges that he/she has been notified of the requirements of Texas Local Government Code 176 and represents that the said respondent is in compliance with the requirements. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Additional Requirement for Awarded Respondent only: Effective January 1, 2016, Texas Government Code 2252.908 requires government entities to ensure that all contracts, which require SJRA Board approval or have a value of at least one million (\$1,000,000) dollars, have met the following additional conflict of interest requirements:

- The government entity may not enter into a contract unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the government entity.
- The disclosure of interested parties must be submitted electronically through the Texas Ethics Commission website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Provided your response is deemed as the best value to SJRA and a recommendation for award is approved, the above requirement shall be met prior to contract award by SJRA Board of Directors.

26. COMPANY DOES NOT BOYCOTT ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, the respondent shall be required to execute contemporaneous with its execution of the Agreement a verification that respondent does not Boycott Israel and respondent will not Boycott Israel during the term of this Agreement. “Boycott Israel” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. ***Complete, sign, and return Attachment E – Verification Form.***

27. GENERAL

This RFP does not commit SJRA to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of a competitive sealed proposal and subsequent discussions, interviews, and/or presentations in anticipation of a contract. The cost of preparing the qualification submission and any subsequent materials or presentation shall be solely the responsibility of the prospective respondent. SJRA reserves the right to:

- determine which response is in SJRA’s best interest and best value;
- reject any and all Competitive Sealed Proposals received;
- cancel the entire RFP;
- remedy technical errors in the RFP process;

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- negotiate with any, all, or none of the respondents to the RFP, in accordance with the provisions of Texas Local Government Code 2269;
- conduct a BAFO process;
- request clarifications of proposals from all respondents to the RFP;
- conduct interviews with any/all respondents to the RFP, which may include a requirement to provide a presentation of the respondent's proposed solution
- waive informalities and irregularities;
- modify the selection process;
- SJRA retains the right to select, approve, or disapprove all subconsultants; and
- SJRA retains the right to revise **Exhibit 1 – Miscellaneous Services Agreement** based on review of laws passed by the Texas Legislature.

28. SIGNING OF AGREEMENT

SJRA's Purchasing Department will transmit to the Successful Offeror the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Respondent shall sign and deliver the required number of counterparts of the Agreement and written Contract Documents to SJRA Purchasing Department ten (10) calendar days prior to SJRA Board of Directors Meeting for which a contract award is anticipated. Required insurances (certificates and/or endorsements) and Bonds shall be transmitted by respondent to SJRA Purchasing Department within ten (10) calendar days after SJRA's Board of Director's contract award. SJRA shall deliver one (1) fully signed counterpart to the awarded Contractor.

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SOLICITATION CHECKLIST

Check when Completed	Task to be Completed by Respondent
	Review Exhibit “1” – Miscellaneous Services Agreement
	Cover sheet
	Solicitation number
	Proposer’s name
	Solicitation Checklist
	Document how respondent meets minimum qualifications (requirements in Item #4)
	Provide detail to support evaluation criteria
	Review and Complete Forms from Exhibit 3:
	Attachment A – Business Overview Questionnaire and Form <u>with signature</u>
	Attachment B – Submission Exceptions Form <u>with signature</u>
	Attachment C – References, Schedule and Budget Compliance Forms
	Attachment D – Conflict of Interest Form – <u>with signature</u>
	Attachment E – Verification Company Does Not Boycott Israel <u>with signature</u>
	Attachment F – Felony Conviction Notification <u>with signature</u>
	Attachment G – Acknowledgment, <u>with signature</u>
	<u>Hard Copy Submission:</u> SJRA requires one (1) original
	<u>Electronic Copy:</u> SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)

Submit response, with plain section dividers marking each section, in the following order:

Order for Submission	Document
1	Cover Sheet and Submission Materials
2	Table of Contents
3	Transmittal Letter
4	Sub-items D-H of Item #26
5	Completed Solicitation Checklist
6	Review and Complete Forms from Exhibit 3:
7	Attachment A – Business Overview Questionnaire and Form
8	Attachment B – Submission Exceptions Form
9	Attachment C – References, Schedule & Budget Compliance Form
10	Attachment D – Conflict of Interest Form
11	Attachment E – Verification that Company does not boycott Israel
12	Attachment F – Felony Conviction Notification
13	Attachment G – Acknowledgment

Attachment A – Specifications

Attachment B – Standard Detail