



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

**REQUEST FOR PROPOSALS
RFP 18-0072**

**CONSTRUCTION SERVICES FOR THE INSPECTION OF
WATER WELL No. 34 PROJECT**

NIGP CLASS and ITEM

912	00
913	00

**Issue Date: Tuesday, August 14, 2018
Response Due Date and Time (Central Time):
Thursday, September 13, 2018 @ 11:00 a.m.
Location for Delivery: as stated above**

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1. GENERAL NOTICE

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Local Government Code 2269, 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 construction services for the Construction of the following project in Montgomery County, Texas:

RFP No. 18-0072– Construction Services for the Inspection of Water Well No. 34

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

The San Jacinto River Authority (SJRA) has identified the need for a Contractor to provide professional construction services for the Inspection of Water Well No. 34 project.

The Contractor shall furnish all required labor, materials, supplies and travel required in connection with the project. The SJRA expects that the project staff will include individuals with expertise in project construction, including reviewing detailed plans and specifications for the Inspection of Water Well No. 34 project, maneuvering through an environmentally sensitive area within an urbanized community.

Project Background

Water Well No. 34 was originally designed and installed in 1977 with a pumping rate of 800 gallons per minute (gpm). A rehabilitation of this water well was last performed in 2015, at which time the pumping equipment was replaced. However, during normal operations in mid-2017, the well stopped and the well shaft rose 10-inches above its normal position, forcing the motor off the well head. Following discussions with water well experts, SJRA concluded that the water well equipment will need to be removed and inspected to determine the cause of the failure and see what damage occurred.

Anticipated Scope of Work

Work of the contract is the removal and inspection of the pumping equipment and materials for San Jacinto River Authority Woodlands Division Water Well No. 34 as specified in Section 02673. The contractor is to remove all well components from Water Well No. 34, and remove from that site (excluding motor, which will be turned over to the Owner if present) to their facility for inspection. The contractor will provide a plate to cover the well opening. The contractor will make available all components at their facility for review and inspection by the Owner and/or its representative consultant. The contractor will provide a written inspection report with recommendations for repair or replacement of the components for the Owner's (and/or Owner's representative consultant) review and comment. This report should any a list of any wear parts which cannot be reused for re-assembly. Following inspection by contractor, Owner, and/or Owner's representative consultant, and with written permission from Owner, the contractor will properly label, package and crate all components for transport off-site. The contractor will then transport the components to a maximum of two (2) SJRA Woodlands Division facilities/sites for storage until a rehabilitation contract is executed at a later date.

Anticipated Schedule

The anticipated schedule for this project is as follows:

- | | |
|-------------------------------|----------------|
| - Initiate Notice of Award | September 2018 |
| - Contract Award by SJRA: | September 2018 |
| - Notice to Proceed issued: | September 2018 |
| - Requested Project Complete: | October 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.

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- 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: | 08/14/2018 |
| - Deadline for submission of questions: | 09/04/2018 at 11:00 AM CST |
| - Deadline for submission of responses: | 09/13/2018 at 11:00 AM CST |
| - Evaluate and rank initial results: | September 2018 |
| - Official award by SJRA: | September 2018 |
| - Requested Construction Final Completion | October 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. 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:

Elton D. Brock, MBA, CTPM, CTCM, CPSM
Purchasing Manager, San Jacinto River Authority
1577 Dam Site Road
Conroe, TX 77305
ebrook@sjra.net

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Interpretations or clarifications considered necessary by Owner's Representative 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 team, firm, or company, from contract award consideration. All communications regarding this RFP must be made in writing via email to POC as listed above.

8. ESTIMATED BUDGET

An Engineer's Opinion of Probable Construction Cost (OFCC) has been generated by the Principal Architect/Engineer and is stated as **\$42,000**. If an award is made, the actual contract amount may vary.

9. PRICING/PRICE ADJUSTMENTS

Only firm, unit pricing with no escalation will be accepted for this project.

The Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents 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, indicated below.

Price adjustments will not be allowed for this project unless a change in scope is approved by both parties, which increases or decreases the amount of work required.

Requests or proposals for changes in scope must be submitted in writing, with documentation that provides justification for the change and supporting evidence that describes the basis for the cost change.

Upon receipt of such request, the SJRA reserves the right to either: (1) accept the proposed change as competitive with the original agreed upon proposed unit pricing at the time and issue appropriate authorizations, or (2) reject the increases after receipt of a properly submitted request. No work shall be undertaken on a proposed change until authorized by SJRA in the form of a Change Order and/or other documentation appropriate to amending the contract, with a subsequent revision to the established Purchase Order.

The request can be sent by e-mail to: purchasing@sjra.net

Or mail to:
San Jacinto River Authority
Attn: Purchasing Manager
Contract # 18-0025
1577 Dam Site Road
Conroe, Texas 77305

Or call:
SJRA Purchasing
(936) 588-7101

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

10. EXHIBIT 4 – PRICING SHEET

Exhibit 4 – Pricing Sheet is included with the RFP Documents; additional copies may be obtained at <http://www.sjra.net> (Purchasing Tab) 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.

11. CONTRACT TIMES

The number of days (calendar days) within which, or the dates by which, the Work is to reach Substantial and Final Completion are set forth in **Exhibit 1 – On-Site Misc. Services Agreement**, and detailed by the Offeror in **Exhibit 4 – Pricing Sheet**.

12. QUANTITIES

The quantities indicated on **Exhibit 2 - Technical Specifications and Project Drawings** are believed to be accurate but shall be considered only as estimates. The project requires complete and functional construction in accordance with the Technical Specifications and Technical Drawings. Differences between the quantities of material required and the estimated quantities will not be considered as basis for a change in the unit price for the project. In submitting a proposal, the proposer is stating that he/she has reviewed the project drawings and specifications and understands their intent and has checked the quantities and dimension and is asserting that the proposal is intended to account for all conditions and quantities to complete the project as described in the plans and specification.

13. SUBSTITUTES AND “OR-EQUAL” ITEMS

The Contract, if awarded, will be on the basis of goods and services described in the Drawings and Specifications with consideration for possible “substitute” or “equivalent” items. Whenever it is indicated in the Drawings or specified in the Specifications that a Substitute or “or-equal”/“or equivalent” item of material or equipment may be furnished or used by Contractor if acceptable to Principal Architect/Engineer and Owner, application for such acceptance shall be made prior to Contract award in accordance with Texas Government Code 2269.155.

14. CONTRACT, TERMS, CONDITIONS AND REQUIREMENTS

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

Exhibit 1 is inclusive of all terms, conditions, and requirements, to perform all Work as specified and indicated in the specifications, drawings, 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 the Owner requests the identity of certain Subcontractors, Suppliers or other persons or organizations that shall furnish the materials or construction services, Contractor shall within five (5) calendar days from request submit to Owner 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, Owner 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. CONTRACT SECURITY AND INSURANCE, AND PROPOSAL SECURITY

This solicitation sets forth Owner's requirements as to insurance(s) and Performance and Payment Bonds. When the Successful Offeror delivers the executed Agreement to Owner, it must be accompanied by the required insurances, Performance and Payment Bonds, unless prior written approval has been received from the SJRA Purchasing Department. Insurances shall include all required certificates and/or endorsements.

Each Proposal submitted to SJRA, must be accompanied by Proposal Security made payable to the Owner in the amount not less than five percent (5%) of the total Proposal Amount, including any Cash Allowances and Alternates, and shall be in the form of a cashier's check or Offeror's Bond. Offeror's shall complete the required form within **Exhibit 3 – Section 00 43 13 – Offeror's Bond Form**, and return with their completed proposal submission. Offeror's Bond must be on the form provided within the Contract Documents (RFP) and must bear the impressed seal of the Surety, and be signed by the Offeror and an authorized individual of the Surety. Bonds will only be accepted from Sureties authorized to execute a bond order and in accordance with state law.

17. EXCEPTIONS

The RFP process allows for negotiation of the, final submitted pricing, and requirements of this proposal, however, the terms and conditions of **On-Site Misc. Services Agreement and the terms, conditions, and requirements within Exhibit 1 are not negotiable**. The respondent shall note any exceptions to the solicitation document, within **Exhibit 3 – 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. The San Jacinto River Authority reserves the right to accept, reject or negotiate the exceptions provided.

Complete, sign and return **Exhibit 3 – Submission Exceptions Form**. **Do not mark or change the text of the solicitation document, exceptions shall be noted only on Exhibit 3 – Submission Exceptions Form**. If no exceptions are taken, the respondent shall sign in the appropriate signature block and return **Exhibit 3 – Submission Exceptions Form**, with their proposal submission.

18. DISCLOSURES / CONFLICT OF INTEREST

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 the SJRA, including affiliations and business and financial relationships such persons may have with San Jacinto River Authority Officers. By doing business or seeking to do business with the 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>.

19. ACKNOWLEDGEMENT

Submit a signed acknowledgement by authorized agent of the responding team, individual, company, or firm; complete sign, and return **Attachment A – Acknowledgement Form.**

20. SUBMITTAL INSTRUCTIONS

The San Jacinto River Authority will accept submissions until the date and time on the cover sheet of this solicitation. Proposals will be opened and (unless obviously non-responsive) the names and monetary Proposals of Offerors read aloud at a public opening. The Request for Proposal 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: SEALED PROPOSAL

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Purchasing Department

Attn: Elton D. Brock, MBA, CTPM, CTCM, CPSM

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1577 Dam Site Road

Conroe, TX 77304

Any submission received after the date and/or hour set for solicitation opening will be returned unopened, and rejected. The 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. The San Jacinto River Authority 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.

ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WITHIN THE SOLICITATION, SHALL BE REJECTED. SJRA SHALL REJECT PROPOSALS SUBMITTED BY FIRMS THAT DO NOT MEET MINIMUM QUALIFICATIONS.

21. SUBMITTAL REQUIREMENTS, FORMAT AND CHECKLIST

The below checklist is provided for your assistance in completing your proposal submission:

Check when Completed	Task to be Completed by Respondent
	Attach Cover Sheet, with Solicitation # and Project Name, documenting how Offeror meets the minimum qualifications
	Review all Requirements, Terms and Conditions within Exhibit 1
	Review all Requirements and Specifications within Exhibit 2
	Review and Complete all forms, certifications, and bonds located in Exhibit 3
	Review, Complete, and Return Exhibit 4 – Pricing Sheet (hard copy and excel format)
	Review Exhibit 1 – On-Site Misc. Services Agreement
	Review and Complete – Attachment “A” – Acknowledgement Form, including Addenda
	Hard Copy Submission: The SJRA requires one (1) original.
	Electronic Copy: The SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)
	<u>Review Checklist prior to final submission of proposal</u>

Respondents shall provide detailed information to allow the San Jacinto River Authority to properly evaluate the submission, as detailed within the solicitation. The San Jacinto River Authority 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) unbound original of the complete Proposal Package with original signatures, and (1) electronic PDF copy of Proposal Package on USB flash drive (memory data stick) format, including the completed **Exhibit 4 – Pricing Sheet in both PDF 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.
4. The submission shall be in the following order, utilizing plain section dividers:
 - a. Coversheet – including Solicitation number and name, team name, address, contact name, phone, fax, website and email address.
 - b. Transmittal Letter, in any
 - c. Completed Solicitation Checklist
 - d. Exhibit 1 – Completed and executed Agreement
 - e. Exhibit 3 – Completed Forms submitted
 - f. Exhibit 4 – Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format.
 - g. Attachment A – Executed Acknowledgement Form

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 the SJRA Website (www.SJRA.net) Purchasing Tab (Bid opportunities).

22. CONFIDENTIALITY OF PROPOSAL INFORMATION

All materials submitted to the SJRA, upon receipt by the SJRA become public property, and are subject to the Texas Public Information Act, Government Code Chapter 552. 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. The 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.

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.

23. EVALUATION PROCEDURES

Selection of a contractor to provide the aforementioned goods and services shall be in accordance with SJRA Purchasing Policies and Procedures, Texas Local Government Code 2269, 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**.
- b. Experience/Past Performance of Offeror with Similar Projects: Provide general information about the Organization as required, and provide any additional information as required. Describe the Organizational structure and the qualifications of the management team as it relates to this Project. Describe Offeror's experience as a general contractor and describe the Organization's operating philosophy and approach to constructing, completing, and commissioning Projects. Describe the

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Organization's approach to managing Subcontractors and Suppliers, quality management and construction contract administration. (Completion of tables/forms in **Exhibit 3**).

Experience should include, as a minimum, the satisfactory completion of similar water well and pump rehabilitation or replacement work for at least twenty (20) public supply production wells in the Evangeline Aquifer and/or Upper Jasper Aquifer in Montgomery County, Texas for water wells with comparable depths, diameters, settings and weights to wells noted in these documents. A higher point score will be given to Offerors who have as experience satisfactory completion of a similar water well and pump rehabilitation or replacement work for at least four (4) public supply wells in the Evangeline Aquifer and/or Upper Jasper Aquifer in Montgomery County, Texas in the last two (2) years for water wells with comparable depths, diameters, settings and weights to wells noted in these documents.

- c. Approach: The Offeror shall include a brief write-up, not to exceed three (3) pages, that summarizes the Offeror's approach to overall project sequence of construction for entire project limits and corresponding time lines, proposed construction methods, and site restoration. Other factors that may be included include, but are not limited to, contract administration, management of subcontractor and suppliers, time management, cost control, quality management, project site safety, managing changes to the project, managing equipment, etc. Also, include the Offeror's approach to maintaining safe ingress and egress to the project site, project site work sequence, project site restoration, field quality control, and control and reduction of nuisances (noise, traffic, etc.) to neighboring property owners.
- d. Schedule (Time of Construction): The Offeror's stated ability to meet Owner's schedule as given in the Section 3 - Anticipated Schedule will be evaluated, and ranked in accordance to the actual days indicated by the Contractor on **Exhibit 4 – Pricing Sheet** for project completion.

Table of criteria and weighting for the ranking of Offeror's Proposals.

Rating Category	Description	Weighting Points
1	Proposed Project Cost	50
2	Experience/Past Performance of Offeror with Similar Projects	20
3	Project Approach	20
4	Project Schedule (Time of Construction)	10
Total		100

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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.

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.

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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.

24. 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.

25. 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.

26. COMPANY DOES NOT BOYCOTT ISREAL

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. The SJRA reserves the right to:

- determine which response is in the 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;
- 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 “Best and Final” offer 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 team’s proposed solution by the team’s proposed Project Manager;
- 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 **Attachment A – Standard Form of 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. Contractor shall sign and deliver the required number of counterparts of the Agreement and written Contract Documents to SJRA Purchasing Department ten (10) calendar days after receipt.

San Jacinto River Authority
RFP 18-0072

ATTACHMENT A - ACKNOWLEDGMENT

The undersigned agrees this submission becomes the property of the San Jacinto River Authority after the official opening.

The undersigned affirms he/she has familiarized himself with the requirements, scope of work, and matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be **90 calendar days** unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the SJRA, and that the contents of this submission have not been communicated to any other respondent or to any employee of the SJRA prior to the acceptance of this submission.

Respondent hereby assigns to the SJRA any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official requirements and shall not alter the electronic copy of the requirements, terms, or conditions – were applicable, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the SJRA Purchasing Website at: <http://brazosbid.cstx.gov/admin/login.asp> to ensure they have downloaded and signed all addendum(s) required for submission with their response. I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:

Addendum No 1 Dated _____ Received _____
Addendum No 2 Dated _____ Received _____
Addendum No 2 Dated _____ Received _____

NAME AND ADDRESS OF COMPANY:

Tel. No. _____
Email. _____

AUTHORIZED REPRESENTATIVE:

Signature _____
Date _____
Name _____
Title _____
Fax No. _____