



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

**INVITATION FOR BID  
IFB 19-0013**

**ANNUAL PURCHASE OF VEHICLES**

**NIGP CLASS and ITEM**

<b>071</b>	<b>00</b>
<b>072</b>	<b>00</b>

**Issue Date: Friday, October 19, 2018**  
**Response Due Date and Time (Central Time):**  
**Tuesday, November 6, 2018 @ 11:00 a.m.**  
**Location for Delivery: as stated above**

## TABLE OF CONTENTS

1. General Notice
2. Overview of San Jacinto River Authority
3. Project Requirements and Description
4. Minimum Qualifications
5. Schedule of Events
6. Pre-Submittal Conference
7. Contract Term
8. Price/Pricing Adjustments
9. Addenda
10. Adding New Goods/Commodities to the Contract after Award
11. Exhibit 4 – Pricing Sheet Instructions
12. Quantities
13. Substitutes and “or-equal” Items
14. Contract, Terms, Conditions, and Requirements
15. Subcontractors, Suppliers, and Others
16. Exceptions
17. Acknowledgement
18. Submittal Instructions
19. Submittal Requirements, Format, and Checklist
20. Confidentiality of Bid Information
21. Evaluation Procedures
22. Validity Period
23. Modification and Withdrawal of Proposals
24. Contact between Bidders and San Jacinto River Authority
25. Conflict of Interest
26. Company does not Boycott Israel
27. Company does not engage in business with IRAN, SUDAN, or Foreign Terrorist Organizations
28. Felony Notification Requirement
29. General
30. Signing of Agreement

**EXHIBIT 1 – Terms and Conditions (Miscellaneous Services Agreement)**

**EXHIBIT 2 – Business Information and Qualifications (forms to be completed)**

**EXHIBIT 3 – Specifications and Drawings (Attachment A and B)**

**EXHIBIT 4 – Pricing Sheet**

## 1. GENERAL NOTICE

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Government Code 2252, and San Jacinto River Authority (SJRA) Purchasing Policy and Procedures Resolution dated August 22, 2013, SJRA has issued this Invitation for Bids (IFB) to contract with an Individual, Firm, or Company (Contractor/Supplier), 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 **ANNUAL SUPPLY OF VEHICLES.**

*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 45<sup>th</sup> 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 Suppliers to provide **Vehicles for various SJRA Divisions.** The Supplier shall furnish all required labor, materials, supplies, and travel required in connection with supply and delivery of the vehicle(s) to SJRA. The list of vehicles and various options and requirements are detailed within **Exhibit 1 – Pricing Sheet.** SJRA intends to enter into a contract with one or more Successful Bidder(s) who represent the "lowest cost or the overall best value from a responsible bidder" for the goods and commodities as fully described within **Section 3, and Exhibit 1- Pricing Sheet.**

### **Successful Bidder Obligations**

The Successful Bidder shall be responsible for the performance of all contractual obligations that may result from an award based on this IFB and shall not be relieved of obligations due to non-performance of any or all subcontractor(s). A bid submitted in response to this IFB must identify any subcontractors and describe the contractual relationship between the Bidder and each subcontractor. The Successful Bidder must obtain written approval from the SJRA before subcontracting any portion of the contract requirements. The Bidder further understands and acknowledges, if this Bid is accepted, that SJRA may also award additional contracts to competing companies, individuals, or firms, and that Award of a Contract pursuant to acceptance of Bidder's Bid is not a contract for exclusivity.

### **Bidder Representations**

Bidder is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, delivery and the furnishing of Goods and Commodities.

Bidder is aware of the general nature of work performed by SJRA and others at the location for deliveries.

Bidder has given SJRA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof SJRA is acceptable to Bidder.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the requirements for which this Bid is submitted.

Bidder will submit written evidence of its authority to do business in the State with its offer.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from making an offer; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over SJRA.

### **Anticipated Schedule of Contract and Delivery**

The anticipated schedule for this project is as follows:

- Contract Award(s) by SJRA: **November 2018**
- Delivery of Vehicles to SJRA **November 2018 and as ordered/agreed**

**All of the services shall be accomplished per Section #3 requirements, anticipated schedule, and goods/commodities description of this solicitation, and as further clarified and negotiated once a bidder or bidder(s) have 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 Vehicles to 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](mailto:corpcert@sos.state.tx.us).

#### 5. SCHEDULE OF EVENTS

SJRA reserves the right to change the dates indicated below:

- |   |                            |
|---|----------------------------|
| - Issue Solicitation:                   | 10/18/2018                 |
| - Deadline for submission of questions: | 11/01/2018 at 11:00 AM CST |
| - Deadline for submission of responses: | 11/06/2018 at 11:00 AM CST |
| - Evaluate and rank initial results:    | November 2018              |
| - Official award by SJRA:               | November 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

This Agreement shall become effective upon execution of this Agreement by the Supplier and the SJRA General Manager, and shall remain in full force for the period which may reasonably be required for the completion of the delivery of the goods and commodities, and payment rendered for such has been accomplished. The Supplier shall make all reasonable efforts to complete the delivery of the goods and commodities set forth herein as expeditiously as possible to meet the agreed to schedule. Time is of the essence in this Agreement.

## 8. PRICING/PRICE ADJUSTMENTS

### **Firm Pricing**

Pricing is firm and fixed. The Bidder proposes and agrees, if this Bid is accepted, to acknowledge receipt and acceptance of an SJRA Purchase Order, inclusive of all terms, conditions as included in **Exhibit 1 – Standard Terms and Conditions**, to perform delivery of the goods or commodities as specified or indicated in Solicitation Documents for the Contract Price indicated in the Bid Response or as modified by written Amendment. Any additional requested goods or services, in accordance with **Section “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 pricing.

## 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 Bid 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 bid on the additional services and shall submit bids 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 bids, and may issue a separate IFB for the products after rejecting some or all of the bids. 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 IFB 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 IFB 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 Bid price shall include the amount, as the

Bidder deems proper for overhead and profit. The pricing sheet shall be returned to SJRA in both hard copy and MS Excel formats.

## 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 Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with SJRA and to acknowledge receipt and acceptance of an SJRA Purchase Order, inclusive of all terms, conditions as included in **Exhibit 1 – Standard Terms and Conditions**.

**Exhibit 1 is inclusive of all terms, conditions** to perform all requirements as specified and indicated in the solicitation, requirements, and Contract Documents for the contract price indicated in the Bid 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 a Bidder declines to make any such substitution, SJRA may formally close contract negotiations with Bidder and enter into contract negotiations with the next most highly ranked Bidder 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 IFB process allows for negotiation of the final submitted pricing, and requirements of this bid, however, the terms and conditions of **Exhibit 1 –Standard Terms and Conditions** 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 bid 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 2B - Submission Exceptions Form**, with their bid submission.

#### **17. ACKNOWLEDGEMENT**

Submit a signed acknowledgement by authorized agent of the responding contractor, individual, company, or firm; complete, sign, and return **Exhibit 2 I – Acknowledgement Form**.

#### **18. SUBMITTAL INSTRUCTIONS**

**SJRA will accept submissions until the date and time on the cover sheet of this solicitation.** Bids responses received by SJRA, **will not** be opened and read aloud, in accordance to the statutory provisions of Texas Government Code 552.104. The IFB 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: BID RESPONSE**

San Jacinto River Authority

**Elton D. Brock, MBA, CTPM, CTCM, CPSM**

**Purchasing Manager**

**IFB# 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 (*late*) will be returned unopened, and rejected. SJRA reserves the right to reject any or all Bids, 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 Bid 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.”



San Jacinto River Authority  
IFB 19-0013

3. An Original Bid is the Bid containing the Original signature of a person authorized to sign on behalf of the Bidder.
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 – Review MSA Agreement / Standard Terms and Conditions
  - f. Exhibit 2 – Completed Forms submitted:
    - Exhibit 2 A - Business Overview Questionnaire and Form
    - Exhibit 2 B - Submission Exceptions Form
    - Exhibit 2 C - References Form
    - Exhibit 2 D - Conflict of Interest Form
    - Exhibit 2 E - Verification Company does not Boycott Israel Form
    - Exhibit 2 F - Felony Conviction Notification Form
    - Exhibit 2 G - Texas Government Code 2252.152 Certification Form
    - Exhibit 2 H - Vendor Information Form
    - Exhibit 2 I - Taxpayer ID Certification Form
    - Exhibit 2 J - Acknowledgement Form
  - g. Exhibit 4 – Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format.

A complete set of IFB 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 in completing your bid submission within this solicitation.

## **20. CONFIDENTIALITY OF BID 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 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 a Bidder does not desire proprietary information in the bid 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 Bid 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. Any official protest must be sent certified and registered mail or delivered in person to the SJRA Purchasing Manager, at least 72 hours before the recommendation for award by staff is considered at an official SJRA Board meeting. (All SJRA Board Agenda is posted on the SJRA website at least 72 hours before the actual SJRA Board Meeting).

## **21. EVALUATION PROCEDURES**

Selection of a contractor to provide the aforementioned goods and services shall be in accordance with SJRA Purchasing Policies and Procedures, Texas Government Code 252, 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 bid 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 Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the goods and commodities in accordance with the Contract Documents to SJRA's satisfaction within the prescribed time. The Suppliers will be evaluated on the following selection and evaluation criteria listed below:

- A. the purchase price to provide the goods or commodities **(40 points)**
- B. the reputation of the Bidder and of the Bidder's goods and commodities **(10 points)**
- C. the quality of the Bidder's goods and past performance with SJRA **(20 points)**
- D. the extent to which the goods and commodities meet the SJRA's needs **(10 points)**
- E. the Bidder's experience in providing the requested goods and commodities **(10 points)**
- F. the financial status of the Bidder **(10 points)**

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

**TOTAL POSSIBLE POINTS: 100 POINTS**

**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-f, 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 or agreement(s)** may be presented to SJRA General Manager or Board of Directors requesting authorization to proceed with contract execution for the proposed goods or commodities.

It is the intent of SJRA to award this contract to the Bidder or Bidder(s) whose submission for the goods or commodities requested, provides the "best value" for SJRA after consideration of the relative importance of costs and other evaluation factors described within this solicitation, in accordance to the provisions of SJRA Purchasing Policies and Procedures, Texas Government Code 252, and Texas Water Code, Chapter 49. The successful bidder or bidder(s) will be required to acknowledge receipt and acceptance of an SJRA Purchase Order, inclusive of all terms, conditions as included in **Exhibit 1 – Standard Terms and Conditions**. This IFB and the successful respondents' response, or any part thereof, may be incorporated into and made a part of the final contract or SJRA Purchase Order. SJRA reserves the right to negotiate final terms and conditions of the contract of SJRA Purchase Order. 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 Bids submitted in the case of ambiguity or lack of clearness in stating Bid Prices, to reject any or all Bids, and/or waive informalities. SJRA reserves the right to **reject any or all Bids**, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if SJRA believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder 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 Bidder. 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 Bid, which in its judgment offers the “*best value*” to SJRA. In addition, SJRA reserves the right to reject any Bid 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 Bidder’s submission. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the Bidder 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 Bidder*” following successful contract negotiations. If contract negotiations with the Apparent Best Value Bidder are unsuccessful, SJRA will formally close contract negotiations with this Firm and attempt to open contract negotiations with the next highest-ranked Supplier according to the selection criteria set forth in the evaluation of bids

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

## **22. VALIDITY PERIOD**

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

## **23. MODIFICATION AND WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by a document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. If, within twenty-four (24) hours after Bids are opened, any Bidder 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 Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder may be disqualified from responding to a reissued IFB for the Work to be furnished under these Contract Documents.

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

San Jacinto River Authority is committed to a procurement process that maintains the highest level of integrity. Accordingly, Bidders, as well as their agents, liaisons, advocates, lobbyists, “legislative consultants,” representatives, or others promoting their position, are limited to those communications authorized by and described in this IFB. Any attempt to influence participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the IFB process is strictly prohibited. Should allegations of improper contact be made prior to any contract award, the General Manager of SJRA may cause an investigation into those allegations, and in his sole discretion, disqualify a Bidder.

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, Texas 77304  
[ebrook@sjra.net](mailto:ebrook@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 IFB 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 / Attachment D - 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, 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](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. COMPANY DOES NOT ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERROIST ORGANIZATIONS**

Pursuant to Chapter 2252, Texas Government Code, Company represents and certifies that, at the time of execution of this Agreement neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. ***Complete, sign, and return Attachment G – Texas Government Code 2252.152 Certification Form.***

## **28. FELONY NOTIFICATION REQUIREMENT**

Any person and/or business entity that enters into a contract with the San Jacinto River Authority must give advance notice to the SJRA if any employee or an owner or operator of the business entity has been convicted of a felony, and will provide direct services to SJRA either on-site or off-site. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in

executing the contract. The SJRA may require substitution of employees in the performance of the contract.

## 29. GENERAL

This IFB 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 bid 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 Bids received;
- cancel the entire Solicitation (IFB);
- remedy technical errors in the IFB process;
- negotiate with any, all, or none of the respondents to the IFB, in accordance with the provisions of Texas Local Government Code 252, Chapter 49 of the Water Code, and SJRA Procurement Policy;
- conduct a BAFO process;
- request clarifications of bids from all respondents to the IFB;
- conduct interviews with any/all respondents to the IFB, 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 or SJRA Standard Terms and Conditions**, based on review of laws passed by the Texas Legislature.

## 30. SIGNING OF AGREEMENT

SJRA's Purchasing Department will transmit to the Successful Bidder 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.

San Jacinto River Authority  
IFB 19-0013

**SOLICITATION CHECKLIST**

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

Check when Completed	Task to be Completed by Respondent
	Review Exhibit 1 – Standard Terms and Conditions
	<b><i>Submit the following documents in this order:</i></b>
	Cover sheet
	Solicitation number
	Proposer’s name
	Solicitation Checklist
	Document how respondent meets minimum qualifications (requirements in Section #4)
	Provide detail to support evaluation criteria
	Review and Complete Forms from Exhibit 2:
	Exhibit 2 A – Business Overview Questionnaire and Form <b>with signature</b>
	Exhibit 2 B – Submission Exceptions Form <b>with signature</b>
	Exhibit 2 C – References Forms
	Exhibit 2 D – Conflict of Interest Form <b>with signature</b>
	Exhibit 2 E – Verification Company Does Not Boycott Israel <b>with signature</b>
	Exhibit 2 F – Felony Conviction Notification <b>with signature</b>
	Exhibit 2 G – Texas Government Code 2252.152 Certification Form <b>with signature</b>
	Exhibit 2 H – Vendor Information Form
	Exhibit 2 I – Taxpayer ID Certification Form
	Exhibit 2 J – Acknowledgment Form, <b>with signature</b>
	<b>Hard Copy Submission:</b> SJRA requires two (2) originals
	<b>Electronic Copy:</b> SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)