



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

**REQUEST FOR PROPOSALS
RFP 18-0121**

ON-CALL PAINTING AND COATING SERVICES

NIGP CLASS and ITEM

929	00
929	48
929	67

Issue Date: Friday, January 18, 2019
Response Due Date and Time (Central Time):
Thursday, February 14, 2019 @ 11:00 a.m.
Location for Delivery: as stated above

TABLE OF CONTENTS

1. GENERAL NOTICE	3
2. OVERVIEW OF SAN JACINTO RIVER AUTHORITY	3
3. PROJECT REQUIREMENTS AND DESCRIPTION	3
4. MINIMUM QUALIFICATIONS	7
5. SCHEDULE OF EVENTS	7
6. PRE-SUBMITTAL CONFERENCE	7
7. CONTRACT TERM.....	7
8. PRICING/PRICE ADJUSTMENTS	8
9. ADDENDA.....	8
10. ADDING NEW GOODS/SERVICES TO THE CONTRACT AFTER AWARD	8
11. EXHIBIT 4 – PRICING SHEET INSTRUCTIONS.....	9
12. QUANTITIES	9
13. SUBSTITUTES AND "OR-EQUAL" ITEMS.....	9
14. CONTRACT, TERMS, CONDITIONS, AND REQUIREMENTS	9
15. SUBCONTRACTORS, SUPPLIERS, AND OTHERS	9
16. EXCEPTIONS	10
17. ACKNOWLEDGEMENT.....	10
18. SUBMITTAL INSTRUCTIONS	10
19. SUBMITTAL REQUIREMENTS, FORMAT, AND CHECKLIST	11
20. CONFIDENTIALITY OF PROPOSAL INFORMATION.....	11
21. EVALUATION PROCEDURES	12
22. VALIDITY PERIOD	15
23. MODIFICATION AND WITHDRAWAL OF PROPOSALS.....	15
24. CONTACT BETWEEN OFFEROR(S) AND SAN JACINTO RIVER AUTHORITY	15
25. CONFLICT OF INTEREST	16
26. COMPANY DOES NOT BOYCOTT ISRAEL.....	17
27. COMPANY DOES NOT ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERROIST ORGANIZATIONS	17
28. FELONY NOTIFICATION REQUIREMENT	17
29. GENERAL.....	17
30. SIGNING OF AGREEMENT	18

EXHIBIT 1 – Terms and Conditions (Miscellaneous Services Agreement)

EXHIBIT 2 – Specifications and Drawings (Attachment A and B)

EXHIBIT 3 – Business Information and Qualifications (forms to be completed)

EXHIBIT 4 – Pricing Sheet

1. GENERAL NOTICE

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 Painting and Coating of blowers and piping, pumps and piping, motors, engines, electrical devices, and interior areas near equipment.**

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 Painting and Coating of blowers and piping, pumps and piping, motors, engines, electrical devices, and interior areas near equipment.**

The Contractor shall furnish all required labor, materials, supplies, and travel required in connection with Painting and Coating. SJRA expects that the project staff will include individuals with expertise in the painting and coating of blowers and piping, pumps and piping, motors, engines, electrical devices, and interior areas near equipment.

Project Background

The SJRA has identified the need for qualified contractors to provide On-Call Maintenance Services for the Painting and Coating of blowers and piping, pumps and piping, motors, engines, electrical devices, interior areas near equipment, and any other painting and coating projects throughout the SJRA service area that includes Conroe, TX, The Woodlands, TX, Highlands, TX, and Montgomery County.

Anticipated Scope of Work

SCOPE OF WORK

5.1 Painting – Blowers and Piping, Pumps and Piping, Motors, Engines, Electrical Devices, Interior Areas near equipment

5.1.1 Preparation

1. Surface preparation shall be in accordance with the standards of the Society of Protective Coatings (SSPC).
2. Remove grease, oil, heavy chalk, dirt, or other contaminants by solvent or detergent cleaning prior cleaning and allow to fully dry.
3. For the pump equipment, utilize the following surface preparation methods as needed:
 - a. Hand Tool Cleaning (SSPC-SP2): Removal of all loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter by hand chipping, scraping, sanding, and wire brushing.
 - b. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by rotary or impact power tools, power wire brushing, or power abrading.
4. Smooth, hard, or glossy finishes shall be scarified by sanding to create a surface profile.
5. Contain all chips and particulates removed from surfaces cleaned to the area of work, including prevent particles being driven by wind or washed into drainage with water. Collect all chips and particulates immediately following cleaning operations and dispose of properly off-site.
6. For work in Lift Station, contractor to provide air supply to provide adequate ventilation. Ventilation equipment will not be supplied by SJRA.

5.1.2 Painting

1. Apply only when the air and surface temperature are between 50-100 degrees F (10-38 degrees C) and the surface temperature is at least 5 degrees F (3 degrees C) above the dew point. The relative humidity shall not be greater than 85% when paint is applied.
2. Submit to SJRA Designated Representative for approval paint system to be utilized. Do not commence painting of prime or finish coats prior to approval of paint system. Paint system to be color matched to Carboline Color Logic system used at other plants.

3. Contain all paint spray to area of painting via protective barrier.
4. The contractor shall provide all safety equipment, ventilation equipment, climbing equipment, lowering equipment and gas detection monitoring equipment.
5. System – Alkyd Enamel: Use a high quality semi-gloss, medium long oil alkyd finish with a minimum solids content of 49 percent by volume. Apply primer as recommended by manufacturer. Color to be determined by Owner from standard color lists.
 - a. Prime Coat
 - i. DFT = 2-3 mils (50 to 75 microns)
 - ii. Products: Ameron 5105, Carboline AD29, Tnemec P4-55, VyGuard 13R29, kem Kromik Universal, or equal.
 - b. Finish Coats (2 or more):
 - i. DFT = 2-4 mils (50-75 microns).
 - ii. Products: Ameron 5401HAS, Carboline GP62, Tnemec 2H, VyGuard V20, Sherwin Williams Industrial Enamel, or equal.

5.2 Painting – Structural Supports, Trim, Miscellaneous Piping and Valves, Valve Risers, Manhole Covers, Hatches, Ladders

5.2.1 Preparation

1. Surface preparation shall be in accordance with the standards of the Society of Protective Coatings (SSPC).
2. Remove grease, oil, heavy chalk, dirt, or other contaminants by solvent or detergent cleaning prior to cleaning and allow to fully dry.
3. For the piping, utilize the following surface preparation methods as needed:
 - a. Hand Tool Cleaning (SSPC-SP2): Removal of all loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter by hand chipping, scraping, sanding, and wire brushing.
 - b. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by rotary or impact power tools, power wire brushing, or power abrading.
 - c. Brush-Off Blast Cleaning (SSPC-SP7/NACE 4): Removal of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating, all of which are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.
4. Smooth, hard, or glossy finishes shall be scarified by sanding to create a surface profile.
5. If Blast Cleaning is utilized, area where blasting is to occur shall be enclosed with a barrier (plastic, etc.) to prevent blasting material from leaving area of blasting. Do not allow blasting material or particulates from blasting to get into equipment or water or waste water treatment processes.
6. Blast cleaning operations shall be conducted in accordance with latest industry safety standards, such as the CDC Industrial Health and Safety Criteria for Abrasive Blast Cleaning Operations.

San Jacinto River Authority
RFP 18-0121

7. Contain all chips and particulates removed from surfaces cleaned to the area of work, including prevention of particles being driven by wind or washed into drainage with water. Collect all chips and particulates immediately following cleaning operations and dispose of properly off-site.

5.2.2 Painting

1. Apply only when the air and surface temperature are between 50-100 degrees F (10-38 degrees C) and the surface temperature is at least 5 degrees F (3 degrees C) above the dew point. The relative humidity shall not be greater than 85% when paint is applied.
2. Submit to SJRA Designated Representative for approval paint system to be utilized. Do not commence painting of prime or finish coats prior to approval of paint system. Paint system to be color matched to Carboline Color Logic system used at other plants.
3. Contain all paint spray to area of painting via protective barrier.
4. The contractor shall provide all safety equipment, ventilation equipment, climbing equipment, lowering equipment and gas detection monitoring equipment.
5. System – Alkyd Enamel: Use a high quality semi-gloss, medium long oil alkyd finish with a minimum solids content of 49 percent by volume. Apply primer as recommended by manufacturer. Color to be determined by Owner from standard color lists.
 - a. Prime Coat
 - i. DFT = 2-3 mils (50 to 75 microns)
 - ii. Products: Ameron 5105, Carboline AD29, Tnemec P4-55, VyGuard 13R29, kem Kromik Universal, or equal.
 - b. Finish Coats (2 or more):
 - i. DFT = 2-4 mils (50-75 microns).
 - ii. Products: Ameron 5401HAS, Carboline GP62, Tnemec 2H, VyGuard V20, Sherwin Williams Industrial Enamel, or equal.

Notes: The painting work will be scheduled on an as needed basis. Scheduled services shall be performed Monday through Friday between hours of 7:00 AM and 5:00 PM. The contractor shall provide sufficient control of the work site area to prevent injury to personnel, damage to property, and allow for safe flow of traffic. Surrounding buildings will remain in operation during the entire construction period. The contractor shall conduct their operations to cause the least possible interference with normal operations of the facility.

Facility Point of Contact – Steve McKeon, Woodlands Division, Utility Project Supervisor (Office - 281-367-9511), Kenneth Forrest, Highlands Division, Operations and Maintenance Manager, (Office – 936-828-3837), Brian Foster, Lake Conroe Division, Maintenance Manager, (Office - 936-588-7106) and Lois Worrell, GRP Division, Utility Maintenance Superintendent, (Office – 936-828-3805) Please make arrangements with the Point of Contact one week prior to the project start date and coordinate

San Jacinto River Authority
RFP 18-0121

accordingly so that work can commence. All work related issues, changes and recommendations must be coordinated with the SJRA Designated Representative.

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 preparation, painting, and coating of various types of equipment.
- 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: | 01/18/2019 |
| - Pre Proposal Conference (Non-Mandatory) | 01/31/2019 at 10:00 AM CST |
| - Deadline for submission of questions: | 02/07/2019 at 11:00 AM CST |
| - Deadline for submission of responses: | 02/14/2019 at 11:00 AM CST |
| - Evaluate and rank initial results: | February 2019 |
| - Official award by SJRA: | March 2019 |

6. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at Woodlands Division, 2436 Sawdust Road, The Woodlands, TX 77380, at 10am CST on Thursday, January 31, 2019. 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. The contract shall renew automatically unless either party

notifies the other party of its intent to terminate the agreement with a 30-day advanced written notification. At the sole option of the SJRA, the Contract may be further extended as needed, not to exceed a total of six (6) months. 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. SJRA may terminate the agreement, and Purchase Order, for any reason, with or without cause in accordance to the terms and conditions and requirements stated within the agreement.

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 #10 “ADDING NEW GOODS/SERVICES 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. 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 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.

San Jacinto River Authority
RFP 18-0121

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 H – 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
Grady B. Garrow, CPPB
Senior Buyer
RFP# 18-0121 On-Call Painting and Coating Services
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

San Jacinto River Authority
RFP 18-0121

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 – Texas Government Code 2252.152 Certification Form
 - Attachment H - 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

San Jacinto River Authority
RFP 18-0121

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 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. 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, 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:

San Jacinto River Authority
RFP 18-0121

EVALUATION FACTORS: Evaluation factors outlined below shall be applied to all eligible, responsive Respondents in comparing proposals. Award of a contract may be made without discussion to one or more the Respondents submitting a proposal after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Proposal Evaluation Factors: (As detailed below)

Pricing (50%)

Complete all pricing forms.

Response Time (20%)

Explain how your firm will be able to meet schedules for completing repairs in established time frame. Provide Equipment List available and the Location of Equipment and personnel.

Organization (15%)

Identify staffing plan that identifies the key personnel who will be responsible for the Services. Detail the dedicated staff sufficient to meet schedules. Provide a list of anticipated sub-contractors and the percent of work your company intends to employ.

Past Performance, Experience, References (15%)

Identify at least three projects of a similar size, scope and nature to SJRA, which you have undertaken in the past three (3) years. Each project reference shall detail how the items below were accomplished and results:

- Quality of Services;
- Demonstrated ability to meet schedules;
- Communication;
- Management Experience;
- Customer Satisfaction.

REVIEW COMMITTEE: Proposals received in response to this RFP shall be reviewed and evaluated by SJRA staff. SJRA will select finalist(s) through a review of proposals and/or interviews. *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. 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

San Jacinto River Authority
RFP 18-0121

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 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.

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.

San Jacinto River Authority
RFP 18-0121

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

San Jacinto River Authority
RFP 18-0121

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:

Grady B. Garrow, CPPB
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
ggarrow@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 / 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

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 Exhibit 3, 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 Exhibit 3, 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 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;

San Jacinto River Authority
RFP 18-0121

- 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 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.

30. 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.

SOLICITATION CHECKLIST

San Jacinto River Authority
RFP 18-0121

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 – Texas Government Code 2252.152 Certification Form
	Attachment H – 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	Completed Solicitation Checklist
5	Review and Complete Forms from Exhibit 3:
6	Attachment A – Business Overview Questionnaire and Form
7	Attachment B – Submission Exceptions Form
8	Attachment C – References, Schedule & Budget Compliance Form
9	Attachment D – Conflict of Interest Form
10	Attachment E – Verification that Company does not boycott Israel
11	Attachment F – Felony Conviction Notification
12	Attachment G – Texas Government Code 2252.152 Certification Form
13	Attachment H – Acknowledgment