



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

**REQUEST FOR PROPOSALS
RFP 18-0117**

**DIESEL AND NATURAL GAS
ENGINE/GENERATOR**

**REPAIR AND RECONDITIONING SERVICES
AND
PREVENTATIVE MAINTENANCE SERVICES
Annual Contract**

NIGP CLASS and ITEM

929	41
929	60
936	39

**Issue Date: Friday, March 15, 2019
Response Due Date and Time (Central Standard Time):
Thursday, April 18, 2019 @ 11:00 AM CST**

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EXHIBIT 1A and Exhibit 1B – Pricing Sheets (proposers to complete)

EXHIBIT 2 – Business Information Forms (proposer to complete)

EXHIBIT 3 – Terms and Conditions Miscellaneous Services Agreement “MSA” (propose to review)

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 **Diesel and Natural Gas Engine/Generator Repair and Reconditioning Services and Preventative Maintenance Services**.

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 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’s primary purpose is to implement long-term, regional projects related to water supply and wastewater treatment.

SJRA has six (6) Divisions, five (5) of which are included in this RFP, the General and Administrative (G&A) Division, Groundwater Reduction Plan (GRP) Division, Lake Conroe Division, Highlands Division, and Woodlands Division. More information can be accessed here: <http://www.sjra.net/about/>

Project Background

SJRA has identified the need for qualified contractors to provide Diesel and Natural Gas Engine/Generator Repair and Reconditioning Services and Preventative Maintenance Services throughout the SJRA service area that includes Conroe, TX, The Woodlands, TX and Highlands, TX. The five locations are listed below.

- ☐ *General and Administration Division – 1577 Dam Site Road, Conroe, Texas 77304*
- ☐ *GRP Division – 11998 Pine Valley Drive, Conroe, Texas 77304*
- ☐ *Lake Conroe Division – 1561 Dam Site Road, Conroe, Texas 77304*
- ☐ *Highlands Division – 1108 E. Canal, Highlands, Texas 77562*
- ☐ *Woodlands Division – 2436 Sawdust Road, The Woodlands, Texas 77380*

3. PROJECT REQUIREMENTS AND DESCRIPTION

The awarded contractor(s) shall provide all labor, materials, and equipment required to 1) repair and recondition diesel and natural gas engines/generators, and 2) provide preventative maintenance services. SJRA’s diesel and natural gas engines/generators ranging from 10 horsepower up to 803 horse power

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engines to 10KW to 2000KW generators. The purpose of this proposal is to set prices for future repair needs and preventative maintenance services with a selected Contractor.

A. ANTICIPATED SCOPE OF WORK

- **Preventive Maintenance
(Generators/Switches/Controls)**
 - Cooling Systems
 - A.C. Electrical Systems
 - D.C. Electrical Systems
 - Air Induction and Exhaust Systems
 - Power Unit Systems
 - Lubrication Systems
 - Annual Full Service – One (1) complete annual full service check
 - Inspections – Three (3) additional (every four months)
 - Load Bank Testing – One (1) per year
 - The specific preventative maintenance services shall include at a minimum to following tasks for the engine and generator systems. This list is not intended to be all inclusive for each and every facility back-up generator. The Contractor shall also comply with the specific recommendation of the Original Equipment Manufacturer (“O.E.M.”) for the preventative maintenance and for all parts/materials/fluid requirements.
- The following maintenance checks shall be provided on the equipment during annual full service check:
 - Replace lubrication oil
 - Replace lubrication oil filter
 - Check and Replace spark plugs, as needed except diesel
 - Check and Replace, as needed ignition points and condenser
 - Check radiator, hoses for leakage and pliability
 - Check anti-freeze and add if low (up to 1 gallon)
 - Clean sediment bowl and replace fuel filter(s)
 - Check fuel capacity
 - Check unit for fuel or oil leakage
 - Check and adjust fan and governor belts
 - Service battery, add water, clean post, check specific gravity
 - Service air filter, replace as needed for appropriate run hours per generator
 - Check all brushes for setting and wear
 - Clean slip rings and commutator
 - Wipe down outside of generator and engine
 - Conduct safety shutdown checks, oil pressure over speed high temperature.
 - Inspect transfer switch for proper operation, check connections and settings
 - Simulate power failure (with permission of Division Representative)
 - Check charging rate of battery charger
 - Provide a complete written report of any findings
- The following maintenance checks shall be provided on the equipment during inspections - every four months:

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- Full inspection of systems, including cooling, air intake, fuel, exhaust, electrical
 - Active check while generator is running
 - Check oil level
 - Check for oil leaks
 - Check for fuel capacity
 - Check air filter
 - Check for air filter leaks
 - Check coolant
 - Check battery level
 - Simulate power failure (with permission of Division Representative)
 - Provide a complete written report of any findings
- Preventative maintenance and inspection services of generators shall be scheduled with the Division Representative prior to performing the service as described on the above checklist including starting the unit verifying proper operation and leave the unit controls in appropriate position for it to fulfill its function. For permanently installed generators, that will be generally the “automatic” position. The Contractor will provide the Division Representative with a copy of the completed checklist and report any problems found and if they were corrected. Problems beyond the scope of routine preventative maintenance and/or inspections will also be reported to the Division Representative. Additional work beyond the scope of work of routine preventative maintenance/inspections must be authorized prior to the work being commenced. The Contractor must supply the Division Representative with a signed service ticket detailing the services performed at the end of each work day vendor’s personnel is on site to include, Inspection Checklist, Load Bank Test, etc. Contractor’s personnel must also check out with the Division Representative for security reasons.
- Load Bank Test – shall be scheduled with the Division Representative at least two weeks in advance and performed during a routine inspection/service call. After Contractor completes pre-exercise inspection checklist, Division Representative will simulate a power failure to check automatic operation. The Division Representative will be responsible for switching, starting stopping pumps, motors, or other equipment beyond the automatic transfer switch. The Contractor will assist in correcting any operational difficulties with the generator or transfer switch. The Contractor must provide a service ticket to include load test results prior to leaving the site. The Contractor’s technician is expected to spend two (2) hours for each building load test location. All work shall be performed during Monday – Friday, 7:00 am – 4:00 pm as previously scheduled by Division Representative.

B. ANTICIPATED SCOPE OF WORK –

- **Repair/Reconditioning Services**
 - **G&A Division, GRP Division, Lake Conroe Division and Woodland Division:** Contractor(s) will be required to respond with an on-site visit and not-to-exceed quote within seven (7) working days after receiving a call.
 - **Highlands Division:** Contractor(s) will be required to respond on-site within 24 hours after receiving a call.

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- **Emergency Repair Services -All Divisions:** Contractor(s) will be required to respond on-site within 2 hours after receiving a call.
 - The Contractor shall also comply with the specific recommendation of the Original Equipment Manufacturer (“O.E.M.”) for the repairs/reconditioning services requirements.
 - Projects will include instances where the Division will pull the engine/generator and transport it to the Division maintenance shop. In other instances, repairs will take place on-site. At the Highlands Division, the contractor is expected to pull the engine/generator and transport to contractor’s shop. The location of the engine/generator and contractors’ responsibilities will be identified in the initial call for service. (Please refer to Exhibit 1A for price differential for pulling engine/generator).
 - All parts used in repair/reconditioning shall be NEW OEM or manufacturer recommended parts. Refurbished parts will not be accepted.
 - Contractor or any contracted subcontractors will follow all State and Federal regulations, laws and policies.
 - Contractor will be responsible for disposing of all fluid removal occurring from repairs. Cost of disposal is Contractor expense.
 - Contractor is responsible for all spill prevention materials and devices needed for repair and the cleanup of any spills. Submit with your response the HazMat policy and procedure for your company and any subcontractors. Submit a list of HazMat equipment carried by your company or subcontractor on all vehicles.
 - Upon completion of the work and before acceptance and final payment, the contractor shall clean, remove rubbish, unused materials and temporary structures from the limits of the project and restore in a manner acceptable to the Division Representative. All property, both public and private damaged during the work and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during work and shall leave the site of the work in a neat and presentable condition, free from ruts and holes.
 - Material cleared from the limits of the project and deposited on adjacent property will not be considered satisfactory unless prior approval is obtained from the property owner involved, and the work is accomplished to the satisfaction of the Division Representative.
 - The contractor shall not enter upon or use private property except as allowed by easements shown on the Agreement documents or if the contractor obtains specific written permission from the property owner.
 - A quote will be provided for the repairs/reconditioning. When accepted by SJRA Division a Purchase Order number will be issued.
 - Quotations shall be itemized. Quotations will be priced not-to-exceed. Quotations will reflect at a minimum:
 - ❖ Quantity of hours for each type of labor as detailed on the pricing sheet (Exhibit 1A) multiplied by the contracted labor price.
 - ❖ Pricing
 - ❖ List of anticipated parts.
 - ❖ Total cost of repair or conditioning at or below the not-to-exceed price on accepted quotation.
 - ❖ Any information needed by Division for approval.

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- ❖ All quotations are inclusive of all costs and overhead. Travel and/or shipping shall be priced separately.
- Upon completion of repair/reconditioning, equipment shall be returned within 48 hours.
- An example inspection report/full service report, quotation AND invoice is required with your proposal response.
- Response time will be considered as part of the evaluation and award of this contract. Response time must be realistic. Continued missed Response time will be considered a negative in the contractor performance reviews. Please provide Response Time on Exhibit "1A" Pricing Sheet.
- SJRA requires the business location the repair/reconditioning will take place. There is space on Exhibit 1A- Pricing Sheet, to place the address. The location will NOT be used as evaluation criteria.

DIESEL ENGINE/GENERATOR REPAIR SPECIFICATIONS, PREVENTATIVE MAINTENANCE SERVICES:

Contractor shall employ, at a minimum, ASE mechanics certified to work on Cummins, Stewart & Stevenson, Generac, Detroit, Caterpillar and John Deere units. All work shall be performed and completed to Manufacturer's specifications. Contractor shall have access to current software capable of communicating with on-board computers for the above listed manufacturers. Contractor shall be capable of providing load bank testing services if required up to 2000KW.

Submit with response all current mechanic certifications and letters from manufacturers confirming current software capabilities. Successful contractor(s) will continue to submit confirming documentation throughout life of agreement. Submit certifications for any new mechanics hired after the start of this agreement BEFORE working on any SJRA equipment.

NATURAL GAS ENGINE/GENERATOR REPAIR SPECIFICATIONS, PREVENTATIVE MAINTENANCE SERVICES:

Contractor shall employ, at a minimum, ASE mechanics certified to work on Kohler, Cummins, Caterpillar, Generac, Roline, Minneapolis-Moline and John Deere units. All work shall be performed and completed to Manufacturer's specifications. Contractor shall have access to current software capable of communicating with on-board computers for the above listed manufacturers. Contractor shall be capable of providing load bank testing services if required up to 880 KW.

Submit with response all current mechanic certifications and letters from manufacturers confirming current software capabilities. Successful contractor(s) will continue to submit confirming documentation throughout life of agreement. Submit certifications for any new mechanics hired after the start of this agreement BEFORE working on any SJRA equipment.

Submit any other certifications held by mechanic(s), such as, trade associations, Electrical Generating Systems Association (EGSA), etc.

C. SJRA'S RESPONSIBILITIES

Prior to the start of repair/reconditioning services, SJRA will designate in writing a person at each Division to act as Division Representative during maintenance or emergency repair. The SJRA shall retain the right to communicate directly with the Contractor. However, except as otherwise provided in the Contract, the SJRA shall issue communications to Contractor through the Division Representative. Division Representative will be responsible for providing SJRA-supplied information and approvals with the exception of Purchase Order issuance, which shall be delivered from SJRA Purchasing Department. Division Representative will also endeavor to provide Contractor with prompt notice if it observes a failure on the part of the Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work; however, failure of the Division Representative to provide Contractor with such notice shall not relieve Contractor of any of its responsibilities under the Contract.

D. CONTRACTOR'S RESPONSIBILITIES

Prior to the start of the agreement, Contractor will designate in writing a person responsible to each Division to act as Contractor's Representative. Contractor shall provide cellular telephone numbers and emergency and home telephone number(s). Telephone or cellular phone number(s) shall be to a live person having responsible authority for the Work and not an answering machine or answering service.

Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the maintenance or emergency repair in accordance with the Contract and other related documents provided by SJRA. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed maintenance or emergency repair strictly complies with the documents provided by SJRA. Upon completion of install or other defined work, contractor shall coordinate with division staff for final inspection and acceptance of work completed.

Contractor shall have an English-speaking representative at all times the Work is in progress.

Shipping Terms of Sale:

SJRA shipping terms of sale is FOB Destination.

Removal, Transportation and Return of SJRA's Property, Equipment or Parts:

Contractor is responsible for SJRA property, equipment or parts and any damages occurring to while in Contractor's possession during transportation of SJRA property, equipment or parts from the time the property, equipment or parts is uninstalled and transported to Contractor's place of business for repair until the property, equipment or parts is returned to SJRA premises and reinstalled. Contractor is responsible for any damages occurring to SJRA property, equipment or parts while Contractor is working on SJRA property, equipment or parts; or transporting SJRA property, equipment or parts.

Safety and Protection:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether at contractor location or on the Site; and
3. other property at the Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Improvements not designated for removal, relocation or replacement during work.

Contractor shall comply with all applicable Legal Requirements, including but not limited to all laws and regulations of any governmental entity or public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

Hazard Communication Programs:

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

Emergencies:

In the event there is an accident involving injury to any individual or damage to any property on or near the SJRA work site, Contractor shall provide to Division Representative, verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Division Manager, for SJRA's records, within forty-eight (48) hours of the event. Contractor shall cooperate with SJRA on any SJRA investigation of any such incident.

Operation & Maintenance Manuals:

The Contractor shall be required to provide Operations & Maintenance Manuals when requested by SJRA, for all equipment and items being installed as part of the Work. The Contractor must compile all specified instructions, maintenance manuals and operating data.

Training of SJRA's Personnel:

When requested, the Contractor shall provide training of the SJRA's designated personnel for all mechanical equipment and items being installed.

Before Starting Maintenance or Emergency Repair:

No Work shall be done prior to SJRA authorizing the Contractor to begin the maintenance or emergency repair in writing. Contractor shall promptly report in writing to Division Representative any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Division Representative before proceeding with any Work affected thereby. Contractor shall be liable to SJRA for failure to report any conflict, error, ambiguity or Discrepancy in the Contract Documents about which Contractor knew or reasonably should have known.

Execution:

Successful completion of the Work within the applicable Contract Time Requirements is of primary importance. **Time is of the essence to this Contract.** All work required or performed by the Contractor under this Contract shall meet the standard expected of a prudent Contractor and any standard or requirement specified in this Contract. The Contractor shall perform all its obligations required by this Contract and all applicable local, state, and federal laws, rules and regulations including Texas Commission Environmental Quality “TCEQ” and American Water Works Association “AWWA” Standards.

Notice of Defects:

All Defective Work may be rejected, corrected or accepted. Contractor must give SJRA Division Representative, prompt notice of any Defective Work of which Contractor has actual knowledge. Prompt notice of all Defective Work of which SJRA Division Representative has actual knowledge may be given to Contractor. Payment may be withheld by the SJRA for identified Defective Work until the SJRA Division Representative has determined the Defective Work has been corrected such that it complies with all applicable Contract requirements.

Laws and Regulations:

Contractor shall give notices and comply with all Legal Requirements applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any governmental entity or public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither SJRA or SJRA’s Division Representative or Manager, shall be responsible for monitoring Contractor’s compliance with any Legal Requirements.

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

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Access to Work Place:

SJRA, Division Manager, other representatives and personnel of SJRA will have access to the Contractor place of work at reasonable times for observing, inspecting and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

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.

1. The proposer shall be a company with a least three (3) years' experience in diesel and natural gas engine/generator repair and reconditioning of similar scope and magnitude of the specified job. Proposer is required to submit documentation for years of experience.
2. A minimum three (3) references from current or previous customers for like services requested. Preferred references are from governmental entities. Describe any prior relationship with SJRA. (Exhibit 2)
3. 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

Listed below are the dates and times by which stated action must be completed. SJRA reserves the right to change the dates indicated listed below and will issue a written addendum to this RFP. All times are Central Standard Time-CST).

Day/Date	Time	Action
Friday, March 15, 2019	-	Issue Solicitation
Tuesday, April 2, 2019	10:00 AM	Pre-Submittal Conference
Friday, April 5, 2019	By 5:00 PM	Deadline for Submission of questions
Wednesday, April 10, 2019	After 5:00 PM	Posting of Addendum
Thursday, April 18, 2019	11:00 AM	Deadline for Submission of responses
April/May 2019	-	Evaluate rank initial results

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 non-mandatory, pre-solicitation conference will be available to interested contractors. Attendance at the pre-solicitation conference is strongly encouraged prior to submission of a response. The conference will be held on **Tuesday, April 2, 2019 at 10:00 AM** at The Woodlands Executive Conference Room, 2436 Sawdust Rd, The Woodlands, Texas 77380 or the General and Administrative Division, Conference Room, 1577 Dam Site Road, Conroe, Texas 77304.

Internet link to meeting location: To be updated

https://www.bing.com/maps?&ty=18&q=2436%20Sawdust%20Rd%2c%20Spring%2c%20TX%2077380&ppois=30.1343573934789_-95.4743042236112_2436%20Sawdust%20Rd%2c%20Spring%2c%20TX%2077380_~&cp=30.1343573934789~-95.4743042236112&v=2&sV=1&FORM=MIRE&qpv=2436+Sawdust+Road%2c+The+Woodlands%2c+Texas+77380&style=r&trfc=&lvl=15

7. CONTRACT TERM

It is the intention of SJRA to award a contract for a one (1) year period. 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(s) will be required to commence within fourteen (14) days of delivery of an executed contract and Purchase Order. 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 an executed contract and Purchase Order 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 for Diesel and Natural Gas Engine/Generator Repair and Reconditioning Services and Preventative Maintenance Services

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 1A and Exhibit 1B** to perform all Work as specified or indicated in Contract Documents for the Contract Price indicated in this Proposal or as modified by negotiation and 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.

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SJRA reserves the right to accept, reject, or negotiate any proposed price changes. Price changes shall be based upon either party providing adequate documentation to support the price increase/decrease, which must be based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) (<http://bls.gov/ppi/home.htm>), Consumer Price Index (CPI) or other verifiable written economic data.

SJRA reserves the right to accept, reject, or negotiate any proposed price changes. Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the San Jacinto River Authority website at website <http://www.sjra.net/purchasing/bidopportunities/> to ensure they have downloaded and signed all addenda required for submission with their submission.

9. ADDENDA

Addenda may be issued to clarify, correct, or change the RFP Documents, Addenda or the related supplemental data as deemed advisable by SJRA.

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 1A and Exhibit 1B – PRICING SHEET INSTRUCTIONS

Exhibit 1A and Exhibit 1B – Pricing Sheet is included with the RFP Documents; additional copies may be obtained at <http://www.sjra.net/purchasing>.

All blanks on the **Exhibit 1A and Exhibit 1B – 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 format(s).

12. QUANTITIES

This RFP is asking for time and materials. This solicitation is an “as-needed” agreement. See pricing Sheet Exhibit 1B for inventory of engines and generators for services under this solicitation. SJRA has a collective historical usage of approximately 30+/- repairs projects per year. There is no amount of business implied or guaranteed under this solicitation. For Preventative Maintenance Services, see inventory on Exhibit 1B – Pricing Sheet.

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 recommended by the manufacturer.

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 provided as an example agreement included as **Exhibit 3– Miscellaneous Services Agreement**.

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.

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 3 – Miscellaneous Services Agreement** are **not negotiable**. The respondent shall note any exceptions to the solicitation document, within **Exhibit 2 - 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 2– 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 2 – 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 2 - 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:

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CONFIDENTIAL: PROPOSAL RESPONSE

Kim Robbins
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304

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

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

19. SUBMITTAL, REQUIREMENTS FORMATS, 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 1A and Exhibit 1B – Pricing Sheets in both hard copy format and MS Excel electronic format, and the completed forms from Exhibit 2*. 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 3 – Completed Forms submitted:
 - Attachment A - Business Overview Questionnaire and Form
 - Attachment B – Submission Exceptions Form
 - Attachment C – References Form

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- Attachment D - Conflict of Interest Form
 - Attachment E - Verification Company does not Boycott Israel Form **Notarized**
 - Attachment G – Texas Government Code 2252.152 Certification Form
 - Attachment H - Acknowledgement Form
- f. ***Exhibit 1A and Exhibit 1B*** – Completed Pricing Sheets, submitted in both hard copy and electronic Microsoft Excel format.

A complete set of RFP Documents may be accessed via a link from SJRA Website <http://www.sjra.net/purchasing/bidopportunities/>. A checklist is provided for your assistance in completing your proposal submission within this solicitation.

20. CONFIDENTIALITY OF PROPOSAL CONTENTS

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 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(s) 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:

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. Proposals are to be limited to 35 pages.

a. Pricing (50%)

Complete pricing form.

b. Response Time (20%)

Explain how your firm will be able to meet response time completing repairs and explain your approach in completing repairs/reconditioning services in a timely manner.

c. 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. Note if no sub-contractors will be used.

d. 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. Preferred references are from governmental entities in the state of Texas. Each project reference shall detail how the items below were accomplished and results:

- Quality of Services;
- Demonstrated Experience;
- Communication;
- Management Experience;
- Customer Satisfaction.
- Describe any prior relationship with SJRA.

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

TOTAL POSSIBLE POINTS: 100 POINTS

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

If the initial evaluation efforts result in a reasonably conclusive determination of a selected Contractor, SJRA will forego the interview process and proceed directly to **Step 4** and **Step 5**.

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

Following Step 1: Initial Evaluation, SJRA may conduct interviews or site visits 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. Should SJRA choose to conduct site visits the top ranked respondent(s) will be notified of the time and intent.

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

Following Step 2: 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(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(s) 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(s) will be required to enter into a *Standard Contract/Miscellaneous Services Agreement*, similar to **Exhibit 3– 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.

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

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

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

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

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

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

22. VALIDITY PERIOD

All Proposals will remain subject to acceptance for **one-hundred and eighty (180) 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

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

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

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

Kim Robbins
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
krobbins@sjra.net

Interpretations or clarifications considered necessary by SJRA in response to such questions will be issued by written Addenda, and posted on the website <http://www.sjra.net/purchasing/bidopportunities/>. 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 2 / 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

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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, notarize and return Attachment E – Verification Form. Notarized.***

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. GENERAL

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

- determine which response is in SJRA’s best interest and best value;
- reject any and all Competitive Sealed Proposals received;
- cancel the entire RFP;
- remedy technical errors in the RFP process;
- negotiate with any, all, or none of the respondents to the RFP, in accordance with the provisions of Texas Local Government Code 2269;

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- 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 3– Miscellaneous Services Agreement** based on review of laws passed by the Texas Legislature.

29. SIGNING OF AGREEMENT

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

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30. SOLICITATION CHECKLIST

Check when Completed	Task to be Completed by Respondent
	Review Exhibit “3” Miscellaneous Services Agreement (MSA)
	Cover sheet
	Solicitation number
	Proposer’s name
	Solicitation Checklist
	Document how respondent meets Minimum Qualifications (Item #4, pg. 12):
	Mechanic(s) Certifications; Sample Quote; Sample Invoice; Sample Inspection/Full Service and Load Bank Test Reports; Haz/Mat Policies and Procedures - Equipment on Truck
	Review and Complete Forms from Exhibit “2”:
	Attachment A – Business Overview Questionnaire and Company Information
	Attachment B – Submission Exceptions Form with signature
	Attachment C – References Form; Please provide detail for evaluation factors C & D, page 18.
	Attachment D – Conflict of Interest Form – with signature
	Attachment E – Verification Company Does Not Boycott Israel with signature and notary
	Attachment F – Texas Government Code 2252.152 Certification Form with signature
	Attachment G – Acknowledgment Form with signature
	Review and Complete Excel Pricing Sheets: Exhibit “1A” and Exhibit “1B”
	Hard Copy Submission: SJRA requires one (1) original
	Electronic Copy: SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick) and Excel Pricing Sheets Exhibit “1A” and Exhibit “1B”

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	Minimum Qualifications
6	Review and Complete Forms from Exhibit “2”
7	Attachment A – Business Overview Questionnaire and Company Information
8	Attachment B – Submission Exceptions Form (with signature)
9	Attachment C – References Form
10	Attachment D – Conflict of Interest Form (with signature)
11	Attachment E – Verification that Company does not boycott Israel (with signature and notary)
12	Attachment F – Texas Government Code 2252.52 Certification Form (with signature)
13	Attachment G – Acknowledgement Form (with signature)
14	Excel Pricing Sheets Exhibit “1A” and Exhibit “1B” (with name)