

San Jacinto River Authority
RFP 19-0062



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

**REQUEST FOR PROPOSALS
RFP 19-0062**

ROOF REPLACEMENT

NIGP CLASS and ITEM

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|------------|-----------|
| 910 | 66 |
|------------|-----------|

**Issue Date:
Response Due Date and Time (Central Standard Time):
Wednesday, May 29, 2019 @ 11:00 AM CST**

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EXHIBIT 1 – Excel Pricing Sheet (respondent to complete)

EXHIBIT 2 – Engineered Specifications (for review only)

EXHIBIT 3 – Business Information and Qualifications Forms (respondent to complete)

EXHIBIT 4 – Sample - Miscellaneous Services Agreement “MSA” – Terms and Conditions (for review only)

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 **Roof Replacement Service**.

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.

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. More information can be accessed here: <http://www.sjra.net/about/>.

Project Background

SJRA has identified the need for a qualified Contractor to provide Roof Replacement Service for the SJRA Woodlands Division at Water Plant No. 1.

3. PROJECT REQUIREMENTS AND DESCRIPTION

The awarded Contractor shall provide all labor, materials, equipment, machinery, tools, dumpster(s), supervision, insurance and other items necessary to supply and install a Single Layer Adhesive Roof System (TPO) of 2,553 SF (69 ft x 37 ft) per Engineered Specifications, Exhibit 2.

Contractor shall provide:

- 1). Proposed TPO Manufacturer;
- 2). Name of Proposed Certified Applicator;
- 3). Written statement from the TPO Manufacturer that the Proposed Applicator is a Certified Applicator for the Manufacturer’s TPO Product/Material;
- 4). Sample TPO Manufacturer’s Warranty;
- 5). Project Schedule – Substantial Completion Timeline.

A. SJRA'S RESPONSIBILITIES

An SJRA Division Representative will be communicated to Contractor. The SJRA Representative shall retain the right to communicate directly with the Contractor. However, except as otherwise provided in the Contract, 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. The 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. To include 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.

Failure or omission of SJRA or Division Representative to discover, or object to or condemn any Defective Work or material shall not relieve Contractor from the obligation to properly and fully perform the Contract.

B. CONTRACTOR'S RESPONSIBILITIES

Prior to the start of the agreement, Contractor will designate in writing a person responsible to act as Contractor's Representative. Contractor shall provide cellular telephone numbers and emergency 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 service in accordance with the Contract and other related documents provided by the SJRA. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the work. Contractor shall be responsible to see that the completed service strictly complies with the documents provided by SJRA. Upon completion the 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.

SJRA's Property and Equipment:

Contractor is responsible for any damages occurring to SJRA property and equipment while Contractor is working on SJRA property.

Hazard Communication Programs:

If applicable, 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 employees and SJRA 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. Contractor 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 Representative, 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.

Before Starting Service:

No Work shall be done prior to SJRA authorizing the Contractor to begin the service in writing. Contractor shall promptly report in writing to SJRA 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 or 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 Division Representative for identified Defective Work until such time as the SJRA 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, 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.

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 at least three (3) years' experience installing TPO Roof Replacements. Proposer is required to submit documentation for years of experience.
2. A minimum three (3) references from current or previous customers for like service requested. Preferred references are from governmental entities. Describe any prior relationship with SJRA.
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 service 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 |
|-------------------------|---------------|--|
| Tuesday, April 30, 2019 | - | Issue Solicitation |
| Tuesday, May 14, 2019 | 10:00 AM | Mandatory Pre-Submittal Conference & Site Visit |
| Friday, May 17, 2019 | By 5:00 PM | Deadline for Submission of questions |
| Wednesday, May 22, 2019 | After 5:00 PM | Posting of Addendum (if any) |
| Wednesday, May 29, 2019 | 11:00 AM | Deadline for Submission of responses |
| June 2019 | - | Evaluate rank initial results |

6. PRE-SUBMITTAL CONFERENCE

A **mandatory**, pre-solicitation conference and site visit will be available to interested contractors. The conference will be held on **Tuesday, May 14, 2019 at 10:00 AM** at the at SJRA Woodlands Division, Woodlands Executive Conference Room, 2436 Sawdust Road, The Woodlands, Texas 77380.

Internet link to meeting location:

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 the Roof Replacement Service. The selected Contractor will be required to commence within fourteen (14) days of delivery of an executed contract and Purchase Order. The service shall be accomplished per the Engineered Specifications, Exhibit 2 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 ADJUSTMENT

Firm Pricing – Pricing for Award for Roof Replacement

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 negotiation and written Amendment.

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Any additional requested goods or services, in accordance with **Section “ADDING NEW 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 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.

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 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 to provide a proposal on the additional service and shall submit proposals to SJRA as instructed. All prices are subject to negotiation. SJRA may accept or reject any or all pricing proposals, and may issue a separate RFP for the services after rejecting some or all of the proposals. The services covered under this provision shall conform to the project requirements and description and anticipated scope of services as outlined in the request. Contract changes shall be made in accordance with Texas Water Code, Chapter 49.

11. Exhibit 1 – PRICING SHEET INSTRUCTIONS

Exhibit 1 – Pricing Sheet (Excel Spreadsheet) is included with the RFP Documents; additional copies may be obtained at <http://www.sjra.net/purchasing/bidopportunities/>

All blanks on the **Exhibit 1 – Pricing Sheet** must be completed and submitted in accordance with the submission requirements of this solicitation. The Proposal fee 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**.

12. QUANTITY

This RFP is requesting a proposal for one Roof Replacement.

13. SUBSTITUTES AND “OR EQUAL” ITEMS

The Contract, if awarded, will be on the basis of goods and services described in the requirements with the acceptable manufacturers listed in the Engineered Specifications, Exhibit 2.

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 4 – Sample Terms and Conditions Miscellaneous Services Agreement (MSA)**.

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 4 – Sample 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

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 1 – Pricing Sheet in both, hard copy format and MS Excel electronic format, the completed forms from Exhibit 3 and additional information provided by respondent*. 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, if any;
 - d. Completed Solicitation Checklist;
 - e. Exhibit 3 – Completed Forms submitted:

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- Attachment A - Business Overview Questionnaire and Form
- Attachment B – Submission Exceptions Form
- Attachment C – References Form
- Attachment D - Conflict of Interest Form
- Attachment E - Verification Company does not Boycott Israel Form **Notarized**
- Attachment F - Texas Government Code 2252.152 Certification Form
- Attachment G – Acknowledgement Form

- f. Exhibit 1 – Completed Pricing Sheet, submitted in **both, hard copy** and **electronic Microsoft Excel format.**

The 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 is completing your proposal submission at the end of this solicitation document.

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 is 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.

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:

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:

a. Pricing (50%)

Complete the pricing sheet, **Exhibit - 1**

b. Project Schedule (20%)

Provide a substantial completion timeline.

c. Organization (15%)

Identify staffing plan that identifies the key personnel who will be responsible for this service, provide individual for Manufacturer's Technical Field Representative and resume. Provide a list of anticipated Subcontractors and the percent of work your company intends to employ. Please note if no Subcontractors are used.

d. Past Performance, Experience, Completed Projects (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 demonstrate how the items below were accomplished, how challenges may have been overcome and overall results:

- Quality Assurance/Quality of Services;
- Safety Record – Protocols/Procedures;
- Project Management;
- Project Schedule/Coordination

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- 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 Notification to Awarded Contractor

Following Step 4: Negotiation, a written notification to awarded Contractor.

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 4 – Sample Miscellaneous Services Agreement**, of this solicitation. This RFP and the successful respondents' response,

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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.

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

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 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

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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 - 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>.

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

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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.***

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 Request for 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 4 – Sample 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 within ten (10) calendar days.

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30. SOLICITATION CHECKLIST

| Check when Completed | Task to be Completed by Respondent |
|----------------------|---|
| | Review Exhibit “4” – Terms and Conditions - Miscellaneous Services Agreement “MSA” |
| | Review Exhibit “2” Engineered Specifications |
| | Cover sheet with Proposer’s Name |
| | Solicitation number |
| | Solicitation Checklist |
| | Document how respondent meets minimum qualifications (Page 12, items c and d) |
| | -Organization, Past Performance, Experience, Completed Projects: |
| | -Quality Assurance/Quality of Services, Safety Record, Project Management, Project Schedule/Coordination, Customer Satisfaction, Prior SJRA Relationship |
| | Review and Complete Forms from Exhibit “3”: |
| | Attachment A – Business Overview Questionnaire and Form with signature |
| | Attachment B – Submission Exceptions Form with signature |
| | Attachment C – References |
| | Attachment D – Conflict of Interest Form – with signature |
| | Attachment E – Verification Company Does Not Boycott Israel with signature |
| | Attachment F – Texas Government Code 2252.152 Certification Form |
| | Attachment G – Acknowledgment Form |
| | Hard Copy Submission: SJRA requires one (1) original PDF, (1) EXCEL Pricing Sheet |
| | Electronic Copy: SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick), to include EXCEL Pricing Sheet |
| | Complete Exhibit “1”– EXCEL Pricing Spreadsheet |

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 and Evaluation Criteria Detail Requested |
| 6 | Review and Completed Forms from Exhibit “3” |
| 7 | Attachment A – Business Overview Questionnaire Form |
| 8 | Attachment B – Submission Exceptions Form |
| 9 | Attachment C – References |
| 10 | Attachment D – Conflict of Interest Form |
| 11 | Attachment E – Verification that Company does not boycott Israel |
| 12 | Attachment F – Texas Government Code 2252.152 Certification Form |
| 13 | Attachment G – Acknowledgment Form |
| 14 | Exhibit “1” – EXCEL Pricing Sheet |
| 15 | Project Schedule – Substantial Completion Timeline (Page 12, item b.) |
| 16 | Written Statement from TPO Manufacturer of Certified Applicator |
| 17 | Sample Warranty from TPO Manufacturer Product/Material |
| 18 | Manufacturer’s Technical Field Representative and Resume |