



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

**REQUEST FOR PROPOSALS  
RFP 19-0089**

**WOODLANDS DIVISION  
INSPECTION OF WATER WELL NO. 23 PROJECT**

**NIGP CLASS and ITEM**

<b>925</b>	<b>00</b>
<b>925</b>	<b>97</b>

**Issue Date: Thursday, September 12, 2019  
Response Due Date and Time (Central Standard Time):  
Thursday, October 24, 2019 @ 11:00 AM CST**

**Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the San Jacinto River Authority, including affiliations and business and financial relationships such persons may have with San Jacinto River Authority officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.sjra.net>. If you are unable to obtain such information online, please contact the San Jacinto River Authority Purchasing Department, 1577 Dam Site Road, Conroe, Texas 77304 or call (936) 588-3111.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE SAN JACINTO RIVER AUTHORITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

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**EXHIBIT 1 – Terms and Conditions - Miscellaneous Services Agreement**

**EXHIBIT 2A – Inspection of Water Well No. 23 Specifications and Requirements**

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

**EXHIBIT 4A – Proposal Form**

**EXHIBIT 4B – Pricing Sheet (excel format)**

## 1. GENERAL NOTICE

In accordance with the provisions of Chapter 49 of the Texas Water Code, Chapter 2269 of the Texas Government 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 Professional Construction Services for road and grading within a Utility area of a urbanized community.***

***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 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 Contractor to provide road and grading Construction Services within the SJRA service area 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 San Jacinto River Authority (SJRA) has identified the need for a Contractor to provide professional construction services for Inspection of Water Well No. 23 project. The Contractor shall furnish all required labor, materials, supplies and travel required in connect with the project. The SJRA expects that the project staff will include individuals with expertise in project construction, including reviewing

detailed plans and specifications for the Inspection of Water Well No. 23 project, maneuvering through an environmentally sensitive area within an urbanized community.

Work of the contractor is pulling the well, allowing for Owner inspection of the well components, TV inspection of well, and Contractor inspection at Contractor's facility of components permitted for removal from site by Owner, *as described in the drawings and specifications detailed within Exhibit 2 A of this solicitation*, which includes, but is not limited to, the following:

- *Water Well Work*

The awarded Contractor shall provide all labor, materials, and equipment for professional construction services described herein. **The construction services shall be accomplished per all exhibits identified in the table of contents, which includes the Exhibit 2A - Project Specifications and Requirements.**

#### **A. SJRA'S RESPONSIBILITIES**

Prior to the start of construction, SJRA will designate a person(s) (Owner's Representative) who will serve as the Construction Manager and a person who will serve as an Inspector. SJRA shall issue communications to Contractor through the Owner's Representative. Owner's 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. Owner's 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 Owner's 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 Owner's 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 during the construction project. 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 construction work 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 construction. Contractor shall be responsible to see that the completed construction

work 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, competent Superintendent on the Work at all times that Work is in progress.

**Shipping Terms of Sale:**

SJRA shipping terms of sale is FOB Destination Prepay and Allow. The Contractor/Seller prepays the transportation shipping charges for parts until shipment of parts passes to SJRA/Buyer.

**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.

Contractor may be able to utilize SJRA equipment to pull motors at some locations.

**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 SJRA Owner's Representative, verbal notification within thirty (30) minutes 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 Owner's 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.

**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 Construction Project:**

No Work shall be done prior to SJRA authorizing the Contractor to begin the construction project in writing. Contractor shall promptly report in writing to Owner’s Representative any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner’s 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 Owner’s Representative, prompt notice of any Defective Work of which Contractor has actual knowledge. Prompt notice of all Defective Work of which SJRA Owner’s Representative has actual knowledge may be given to Contractor. Payment may be withheld by the SJRA for identified Defective Work until such time as the SJRA Owner’s Representative has determined the Defective Work has been corrected such that it complies with all applicable Contract requirements.

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 nor SJRA’s Owner’s 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 Owner’s Representative, 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 professional construction services 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 3A)
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](mailto: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).

- |   |  |
|---|--|
| - Issue Solicitation:                   | Thursday, September 12, 2019           |
| - Pre-Submittal Conference              | Wednesday, October 09,2019 at 10:00 AM |
| - Deadline for submission of questions: | Friday, October 11, 2019 at 11:00 AM   |
| - Posting of Addendum                   | Tuesday, October 9, 2019 @ 5:00 PM     |
| - Deadline for submission of responses: | Thursday, October 24, 2019 at 11:00 AM |
| - Evaluate and rank initial results:    | Tuesday, October 29, 2019              |

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 **mandatory, pre-solicitation conference** will be available to interested Contractors. Attendance at the pre-solicitation conference is **required** prior to submission of a response. The conference will be held on **Wednesday, October 09, 2019 at 10:00 AM** at the offices of the San Jacinto River Authority, Woodlands Division, 2436 Sawdust Road, The Woodlands, Texas 77380. Representatives of Owner and Principal Architect/Engineer will be present to discuss the project. Proposals will not be accepted from offering firms who fail to attend the pre-submittal conference.

**Internet link to meeting location:**

<https://www.mapquest.com/us/tx/spring/77380-2702/2436-sawdust-rd-30.134522,-95.474806>

## 7. CONTRACT TERM

It is the intention of SJRA to award a contract for construction of the project as described in the drawings and specifications. Materials and Services undertaken pursuant to this solicitation will be required to commence within fourteen (14) days of delivery of a Notice to Proceed, and shall automatically expire upon completion of the work and written acceptance by San Jacinto River Authority.

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

Only firm, lump sum pricing with no escalation will be accepted for this project. Pricing within Exhibit 4A and 4B shall include all fees and costs to provide the construction services to the San Jacinto River Authority.

Price adjustments will not be allowed for this project unless a change in scope is approved that increases or decreases the amount of work required. Requests for changes in scope must be submitted in writing with documentation that provides justification for the change and supporting evidence that describes the basis for the cost change. Upon receipt of such request, San Jacinto River Authority reserves the right to either: accept the proposed change as competitive with the original agreed upon proposed unit pricing at the time and issue appropriate authorizations or reject the increases after receipt of a properly submitted request. No work shall be undertaken on a proposed change until authorized by San Jacinto River Authority.

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 <https://www.sjra.net/purchasing/bidopportunities/> to ensure they have downloaded and signed all addenda required for submission with their submission.



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Addenda may be issued to clarify, correct, or change the RFP Documents, Addenda or the related supplemental data as deemed advisable by SJRA. Interested parties that are not already registered to do business with San Jacinto River Authority may register as a “New Vendor” by accessing the website: <https://www.sjra.net/purchasing/register/>.

#### **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 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 and Texas Government Code, Chapter 2269.

#### **11. EXHIBIT 4 – PRICING SHEET INSTRUCTIONS**

**Exhibit 4A and 4B – Proposal form and Pricing Sheet** is included with the RFP Documents; additional copies may be obtained at <http://www.sjra.net/purchasing>. Interested parties that are not already registered with San Jacinto River Authority for doing business may register as a “New Vendor” by accessing this website: <https://www.sjra.net/purchasing/bidopportunities/>.

All blanks on the **Exhibit 4A and 4B – Proposal form and 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 for the construction services.

#### **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 1 – Miscellaneous Services Agreement / Construction Services**.

## 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 1 – Miscellaneous Services Agreement** are ***not negotiable***. The respondent shall note any exceptions to the solicitation document, within **Exhibit 3B - 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 3B - 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 3B - 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 3O – 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 be*** opened and read aloud, in accordance to the statutory provisions of Texas Government Code 552.104 and Texas Government Code 2269. 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**

Elton D. Brock, MBA, CTPM, CTCM, CPSM, C.P.M.  
Purchasing Manager  
San Jacinto River Authority  
1577 Dam Site Road  
Conroe, Texas 77304

**RFP# 18-0089 Inspection of Water Well No. 23 Project**

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, along with two (2) bound copies. Also submit one *(1) electronic PDF copy on USB flash drive (memory data stick) format*, including the completed *Exhibit 4 – Pricing Sheet in both hard copy format and MS Excel electronic format, and the completed forms from Exhibit 3*. Clearly mark this package with the word “Original.”
3. An Original Proposal is the Proposal containing the Original signature of a person authorized to sign on behalf of the Offering Firm. Submission shall be no more than thirty-five (35) pages in length.
4. Utilize tabs to identify exhibits and attachments.
5. The submission shall be in the following order, utilizing plain section dividers:
  - a. Coversheet – including Solicitation number and name, company name, address, contact name, phone, fax, website, and email address; (submit)
  - b. Table of Contents; (submit)
  - c. Transmittal Letter, in any; (submit)
  - d. Completed Solicitation Checklist; (submit)
  - e. Exhibit 3 – Required forms (review or submit as indicated below):
    - Exhibit 3A - Business Overview and Questionnaire Form (submit)
    - Exhibit 3B – Submission Exceptions Form (submit)
    - Exhibit 3C – References, Schedule and Budget Compliance Form (submit)
    - Exhibit 3D - Conflict of Interest Form (submit)
    - Exhibit 3E - Verification Company does not Boycott Israel Form (submit)
    - Exhibit 3F - Texas Government Code 2252.152 Certification Form (submit)
    - Exhibit 3G – Vendor Information Form (submit)
    - Exhibit 3H – Tax Payer ID Certification Form (submit)
    - Exhibit 3I – Performance Bond *(Not Required at this time)*
    - Exhibit 3J – Statutory Payment Bond *(Not Required at this time)*
    - Exhibit 3K – Offeror’s Bond (submit)
    - Exhibit 3L – One-Year Maintenance Bond *(Not Required at this time)*
    - Exhibit 3M – Affidavit of all Bills Paid *(Not Required at this time)*

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- Exhibit 3N – Texas Ethics Form (**Not Required at this time**)
  - Exhibit 3O – Acknowledgement Form (submit)
- f. Exhibit 4A - Completed Proposal Form, submitted in both hard copy and electronic pdf format.(submit)  
Exhibit 4B - Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format. (submit)

A complete set of RFP Documents may be accessed at the San Jacinto River Authority website <https://www.sjra.net/purchasing/bidopportunities/>. A checklist is provided for your assistance is 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 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

### **Resident/Non-Resident Bidder Determination:**

Texas Government Code Section 2252.002: Award of Contract to Non-resident bidders. Texas law prohibits Texas governmental entities from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. Review, completion, and submission of **Exhibit 3A** is required for the respondent to be considered for this opportunity.

Selection of a Contractor to provide the aforementioned goods and services shall be in accordance with SJRA Purchasing Policies and Procedures, Texas Government Code, Chapter 2269, and Texas Water Code, Chapter 49. SJRA shall open all submissions and evaluate each respondent in accordance to the below criteria:

### **Step 1: Initial Evaluation**

SJRA shall conduct an **evaluation** of the submission(s) in accordance with the selection criteria and will provide an initial ranking of the respondents on the basis of the proposal submission(s). SJRA reserves the right to consider information obtained in addition to the data submitted in the response. SJRA may conduct such investigations as SJRA deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to SJRA's satisfaction within the prescribed time. The selection criteria is listed below:

### **Proposal Evaluation Factors:**

#### **a. Pricing (50%)**

Complete all pricing forms and submit in both hard copy.

#### **b. Experience of Firm and any Subcontractors with similar projects (25%)**

Detail your firms experience with delivering professional construction services for similar projects. Identify a minimum of three projects of a similar size, nature, and scope, which you have undertaken in the past three (3) years. Preferred list of 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 ability to meet schedules;
- Communication;
- Management Experience;
- Customer Satisfaction.

Describe any prior relationship with SJRA.

Provide Equipment: List available equipment and the location of equipment and personnel.

#### **c. Experience of Key Personnel with similar projects (25%)**

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.

Evaluation factors outlined above 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 **50 pages**. ***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-c. Based on the outcome of the computations performed, each submission will be assigned a score for completion of the scoring process.

**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 1 – Miscellaneous Services Agreement**, of this solicitation.

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This RFP and the successful respondents' response, or any part thereof, may be incorporated into and made a part of the final contract. SJRA reserves the right to negotiate final terms and conditions of the contract. SJRA also retains the right to revise the Miscellaneous Services Agreement based on review of laws passed by the Texas Legislature.

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

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

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 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:

Elton D. Brock, MBA, CTPM, CTCM, CPSM, C.P.M.  
Procurement Manager  
San Jacinto River Authority  
1577 Dam Site Road  
Conroe, Texas 77304  
[ebrook@sjra.net](mailto:ebrook@sjra.net)

Interpretations or clarifications considered necessary by SJRA in response to such questions will be issued by written Addenda, and posted on the San Jacinto River Authority website: <https://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 3D - 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>.

**Exhibit 3N - Additional Requirement for Awarded Respondent only:** Effective January 1, 2016, Texas Government Code 2252.908 requires government entities to ensure that all contracts, which require SJRA Board approval or have a value of at least one million (\$1,000,000) dollars, have met the following additional conflict of interest requirements:

- The government entity may not enter into a contract unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the government entity.
- The disclosure of interested parties must be submitted electronically through the Texas Ethics Commission website at:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Provided your response is deemed as the best value to SJRA and a recommendation for award is approved, the above requirement shall be met prior to contract award by SJRA Board of Directors.

## **26. COMPANY DOES NOT BOYCOTT ISRAEL**

Pursuant to Section 2270.002 of the Texas Government Code, the respondent shall be required to execute contemporaneous with its execution of the Agreement a verification that respondent does not Boycott Israel and respondent will not Boycott Israel during the term of this Agreement. “Boycott Israel” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. ***Complete, sign, notarize and return Exhibit 3E – 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 Exhibit 3F – 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;

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- reject any and all Competitive Sealed Proposals received;
- cancel the entire RFP;
- remedy technical errors in the RFP process;
- negotiate with any, all, or none of the respondents to the RFP, in accordance with the provisions of Texas Local Government Code 2269;
- conduct a BAFO process;
- request clarifications of proposals from all respondents to the RFP;
- conduct interviews with any/all respondents to the RFP, which may include a requirement to provide a presentation of the respondent's proposed solution
- waive informalities and irregularities;
- modify the selection process;
- SJRA retains the right to select, approve, or disapprove all subconsultants; and
- SJRA retains the right to revise **Exhibit 1 – Miscellaneous Services Agreement** based on review of laws passed by the Texas Legislature.

## **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.

**SOLICITATION CHECKLIST**

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

Check when Completed	Task to be Completed by Respondent and Submitted in the following order
	Cover Sheet, with Solicitation Number, Proposer’s Name and Submission Materials
	Table of Contents
	Transmittal Letter
	Document how respondent meets minimum qualifications (Item #4 of Solicitation)
	Provide detail to support evaluation criteria listed within Solicitation
	Completed Solicitation Checklist
	Review Exhibit “1” – Miscellaneous Services Agreement (for review only)
	Review Exhibit 2 A – Project Specifications and Requirements
	Review, Complete and Submit Forms from Exhibit 3:
	Exhibit 3A – Business Overview Questionnaire and Form - Complete and submit
	Exhibit 3B – Submission Exceptions Form <b>with signature</b>
	Exhibit 3C – References Form – Complete and submit
	Exhibit 3D – Conflict of Interest Form – <b>with signature</b>
	Exhibit 3E – Verification Company Does Not Boycott Israel - <b>submit with signature</b>
	Exhibit 3F – Texas Government Code 2252.152 Certification Form <b>with signature</b>
	Exhibit 3G – Vendor Information Form – Complete and submit
	Exhibit 3H – Taxpayer ID Certification Form – <b>submit with signature</b>
	Exhibit 3I – Performance Bond – Review Only / Not required at this time
	Exhibit 3J – Statutory Payment Bond – Review Only / Not required at this time
	Exhibit 3K – Offeror’s Bond – Complete and submit with proposal
	Exhibit 3L – One Year Maintenance Bond – Complete and submit with proposal
	Exhibit 3M – Affidavit of all Bills Paid – Review Only / Not required at this time
	Exhibit 3N – Texas Ethic’s Requirement – Review Only / Not required at this time
	Exhibit 3O – Acknowledgement Form – Complete and submit with signature
	<b><u>Review and Complete Exhibit 4 – Pricing Sheet and Document(s)</u></b>
	Exhibit 4 A – Proposal Form – <b>submit with signature</b>
	Exhibit 4 B – Pricing Sheet (Excel format) – submit with proposal
	<b><u>Hard Copy Submission:</u></b> SJRA requires one (1) original executed and bound proposal submission, along with two (2) bound <b>copies</b> of the proposal
	<b><u>Electronic Copy:</u></b> SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)
	- Submit PDF format of entire Proposal submission, including all required documents
	- Submit Exhibit 4 – Pricing Sheet in MS Excel Format