

San Jacinto River Authority
RFP 19-0072



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

**REQUEST FOR PROPOSALS
RFP 19-0072**

**JANITORIAL and CUSTODIAL SERVICES
Annual Contract**

NIGP CLASS and ITEM

910	39
958	63

**Issue Date: Thursday, June 18, 2020
Response Due Date and Time (Central Standard Time):
Thursday, July 23, 2020 at 11:00 AM CST**

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EXHIBIT 1 – Terms and Conditions - Miscellaneous Services Agreement “MSA”

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

EXHIBIT 3 – Pricing Sheet

1. GENERAL NOTICE

In accordance with the provisions of Chapter 49 of the Texas Water Code, and San Jacinto River Authority (“SJRA”) Purchasing Policy and Procedures Resolution dated August 22, 2013, SJRA has issued this Request for Proposals (RFP) to contract with an Individual, Firm, or Company (Contractor), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas, with considerable experience in providing **Janitorial and Custodial Services** for SJRA.

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 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 (Janitorial and Custodial 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 shall provide all labor, materials, and equipment for janitorial and custodial services. Work shall include but not limited to all duties required to maintain a clean work environment for all SJRA offices, hallways, restrooms etc. and other related work as needed or required by SJRA. The purpose of this proposal is to set prices for future janitorial and custodial needs.

A. ANTICIPATED SCOPE OF WORK

1. GENERAL and ADMINISTRATIVE DIVISION

1577 Dam Site Road Conroe, Texas 77304

Contact: Adrian Gonzalez

Square Ft. to be serviced: 18,088

Entrance and Office Areas (Including Common Areas) Each Visit

- All entrance glass doors (4) will be cleaned
- All ash urns will be cleaned (where applicable)
- Outside entrance area (Front only) will be swept and policed for trash
- All horizontal surfaces will be spot dusted for dust/debris that arises between the weekly detail dusting
- All carpeted areas and mats will be vacuumed including areas under desks and chairs
- Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed.
- Trash receptacles will be emptied and liners replaced as necessary
- Interior glass windows will be spot cleaned as necessary
- All drinking fountains will be polished and sanitized
- Cobwebs will be removed

Once a Week

- Dust all desk tops, shelves, cubicle tops, file cabinets, window sills and ledges
- Wall hangings will be dusted
- Hard to reach areas of carpet will be vacuumed as necessary
- Hard surface floors (including stairwells) will be thoroughly wet mopped using fresh/clean mop water
- Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
- Light switch plates will be wiped
- Granite sealer applied to all granite countertops

Once a Month

- Blinds will be dusted
- Baseboards will be dusted
- Air vents will be dusted

Restrooms and Locker Room (Each Visit)

- All supplies will be restocked
- All trash receptacles will be emptied.
- Hard surface floors will be swept and wet mopped using fresh/clean mop water.
- Commodes and urinals will be cleaned inside and out using a germicidal treatment
- Sinks and countertops will be cleaned using a germicidal treatment
- All mirrors and fixtures will be cleaned
- Disinfectant will be poured in floor drains to prevent odors (where applicable)
- Cobwebs will be removed

Once a Week

- All chrome fixtures will be polished
- Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
- Doors and kick plates will be wiped to remove non-permanent smudges and fingerprints
- Air vents will be dusted
- Remove trash removed in back at break area

Anticipated Scope of Work continued...

Once a Month

- Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Break rooms (Each Visit)

- All tables and chairs will be wiped and organized
- Trash receptacle will be emptied and liners will be replaced
- Counter tops and sinks will be cleaned, including splash guards
- Interior and exterior of microwaves will be cleaned
- Hard surface floors will be swept and wet mopped using fresh/clean mop water
- All carpeted areas and mats will be vacuumed
- Coffee machines and pots will be cleaned. Grounds will be placed in trash.
- Cobwebs will be removed

Once a Week

- Exterior of soiled trash receptacles will be wiped and cleaned
- Exterior of refrigerators will be wiped
- Doors and switch plates will be wiped to remove non-permanent smudges.
- Air vents will be dusted

Janitorial Closet

- Closet will be kept clean and organized
- All supplies will be neatly organized, labeled, and SDS sheets will be included
- All mop buckets will be emptied after each use
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis

Tile Maintenance

Any tile maintenance above sweeping and mopping (buffing, stripping/waxing) will be performed upon request, for an agreed upon fee.

Carpet Maintenance

Any carpet maintenance above vacuuming (cleaning or hot water extraction) will be performed upon request, for an agreed upon fee. However, carpets will be spot cleaned as necessary for spots that occurred that same day at no additional charge.

Exterior Windows

Exterior windows can be cleaned upon request, for an agreed upon fee.

Security Protocols

Cleaning staff will not unlock the entrance doors while cleaning to allow anyone in the facility. Secure areas will be unlocked, cleaned, and relocked and will not be left unattended. Designated interior office doors will be locked after cleaning. All entrance doors will be properly secured and locked. Security system must be re-armed upon leaving the site.

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Anticipated Scope of Work continued...

2. LAKE CONROE DIVISION

Address: 1561 Dam Site Road – Conroe, Texas 77304

Contact: Meagan Lee

Square Ft. to be serviced: 5,000 Sq. Ft.-Adams Building and 1,800 Sq. Ft.-Maintenance Building

Entrance and Office Areas (Including Common Areas) Each Visit

- All entrance glass doors (1) and windows will be cleaned
- All ash urns will be cleaned (where applicable)
- Outside entrance area (Front only) will be swept and policed for trash
- All carpeted areas and mats will be vacuumed including areas under desks and chairs
- Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Laminate floors will be spot mopped with a Swiffer-type wet mop to avoid water damage to floor. Plastic chair mats will be mopped as needed.
- Trash receptacles will be emptied and liners replaced as necessary
- Interior glass windows will be spot cleaned as necessary
- All drinking fountains will be polished and sanitized
- Cobwebs will be removed

Once a Week

- Dust all desk tops, shelves, cubicle tops, file cabinets, window sills and ledges
- Wall hangings will be dusted
- Hard to reach areas of carpet will be vacuumed as necessary
- Hard surface floors will be thoroughly wet mopped using fresh/clean mop water. Laminate floors will be spot mopped with a Swiffer-type wet mop to avoid water damage to floor.
- Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
- Light switch plates will be wiped

Once a Month

- Blinds will be dusted
- Baseboards will be dusted
- Air vents will be dusted

Restrooms and Locker Room (Each Visit)

- All supplies will be restocked
- All trash receptacles will be emptied.
- Hard surface floors will be swept and wet mopped using fresh/clean mop water.
- Commodes and urinals will be cleaned inside and out using a germicidal treatment
- Sinks and countertops will be cleaned using a germicidal treatment
- All mirrors and fixtures will be cleaned
- Disinfectant will be poured in floor drains to prevent odors (where applicable)
- Cobwebs will be removed

Once a Week

- All chrome fixtures will be polished
- Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
- Doors and kick plates will be wiped to remove non-permanent smudges and fingerprints
- Air vents will be dusted

Anticipated Scope of Work continued...

Once a Month

- Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Break rooms/Kitchens (Each Visit)

- All tables and chairs will be wiped and organized
- Trash receptacle will be emptied and liners will be replaced
- Counter tops and sinks will be cleaned, including splash guards
- Interior and exterior of microwaves will be cleaned
- Hard surface floors will be swept and wet mopped using fresh/clean mop water. Laminate floors will be spot mopped with a Swiffer-type wet mop to avoid water damage to floor.
- All carpeted areas and mats will be vacuumed
- Coffee machines and pots will be cleaned. Grounds will be placed in trash.
- Cobwebs will be removed

Once a Week

- Exterior of soiled trash receptacles will be wiped and cleaned
- Exterior of refrigerators will be wiped
- Doors and switch plates will be wiped to remove non-permanent smudges.
- Air vents will be dusted

Janitorial Closet

- Closet will be kept clean and organized
- All supplies will be neatly organized, labeled, and SDS sheets will be included
- All mop buckets will be emptied after each use
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis

Tile Maintenance

Any tile maintenance above sweeping and mopping (buffing, stripping/waxing) will be performed upon request, for an agreed upon fee.

Carpet Maintenance

Any carpet maintenance above vacuuming (cleaning or hot water extraction) will be performed upon request, for an agreed upon fee. However, carpets will be spot cleaned as necessary for spots that occurred that same day at no additional charge.

Exterior Windows

Exterior windows can be cleaned upon request, for an agreed upon fee.

Security Protocols

Cleaning staff will not unlock the entrance doors while cleaning to allow anyone in the facility. Secure areas will be unlocked, cleaned, and relocked and will not be left unattended. Designated interior office doors will be locked after cleaning. All entrance doors will be properly secured and locked. Security system must be re-armed upon leaving the site.

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Anticipated Scope of Work continued...

- 3. THE WOODLANDS DIVISION (toilet paper, multi-folds & trash can liners are excluded)**
Address: 2436 Sawdust Road, The Woodlands, Texas 77380 & 5402 Research Forest Drive, The Woodlands, Texas 77380
Contact: Cheryl Christian-Burnes
Square Ft. to be serviced: Admin Building: 10,500, Operations Building: 5,500, Maintenance Building: 1,600
Tuesday and Friday cleaning (twice per week)

WWTF No. 2

Square Ft. to be serviced: 1,600
Saturday cleaning (once per week)

Entrance and Office Areas (Including Common Areas) Each Visit (Tuesday & Friday)

- All entrance glass doors (4) will be cleaned
- All ash urns will be cleaned (where applicable)
- Outside entrance area (Front only) will be swept and policed for trash
- All horizontal surfaces will be spot dusted for dust/debris that arises between the weekly detail dusting
- All carpeted areas and mats will be vacuumed including areas under desks and chairs
- Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed.
- Trash receptacles will be emptied and liners replaced as necessary
- Interior glass windows will be spot cleaned as necessary
- All drinking fountains will be polished and sanitized
- Cobwebs will be removed

Once a Week

- Dust all desk tops, shelves, cubicle tops, file cabinets, window sills and ledges
- Wall hangings will be dusted
- Hard to reach areas of carpet will be vacuumed as necessary
- Hard surface floors will be thoroughly wet mopped using fresh/clean mop water
- Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
- Light switch plates will be wiped

Once a Month

- Blinds will be dusted
- Baseboards will be dusted
- Air vents will be dusted

Restrooms and Locker Room - Each Visit (Tuesday & Friday)

- All supplies will be restocked
- All trash receptacles will be emptied.
- Hard surface floors will be swept and wet mopped using fresh/clean mop water.
- Commodes and urinals will be cleaned inside and out using a germicidal treatment
- Sinks and countertops will be cleaned using a germicidal treatment
- All mirrors and fixtures will be cleaned
- Disinfectant will be poured in floor drains to prevent odors (where applicable)
- Cobwebs will be removed

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Anticipated Scope of Work continued...

Once a Week

- All chrome fixtures will be polished
- Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
- Doors and kick plates will be wiped to remove non-permanent smudges and fingerprints
- Air vents will be dusted

Once a Month

- Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Break rooms - Each Visit (Tuesday & Friday)

- All tables and chairs will be wiped and organized
- Trash receptacle will be emptied and liners will be replaced
- Counter tops and sinks will be cleaned, including splash guards
- Interior and exterior of microwaves will be cleaned
- Hard surface floors will be swept and wet mopped using fresh/clean mop water
- All carpeted areas and mats will be vacuumed
- Coffee machines and pots will be cleaned. Grounds will be placed in trash.
- Cobwebs will be removed

Once a Week

- Exterior of soiled trash receptacles will be wiped and cleaned
- Exterior of refrigerators will be wiped
- Doors and switch plates will be wiped to remove non-permanent smudges.
- Air vents will be dusted

Janitorial Closet

- Closet will be kept clean and organized
- All supplies will be neatly organized, labeled, and SDS sheets will be included
- All mop buckets will be emptied after each use
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis

Tile Maintenance

Any tile maintenance above sweeping and mopping (buffing, stripping/waxing) will be performed upon request, for an agreed upon fee.

Carpet Maintenance

Any carpet maintenance above vacuuming (cleaning or hot water extraction) will be performed upon request, for an agreed upon fee. However, carpets will be spot cleaned as necessary for spots that occurred that same day at no additional charge.

Exterior Windows

Exterior windows can be cleaned upon request, for an agreed upon fee.

Security Protocols

Cleaning staff will not unlock the entrance doors while cleaning to allow anyone in the facility. Secure areas will be unlocked, cleaned, and relocked and will not be left unattended. Designated interior office doors will be locked after cleaning. All entrance doors will be properly secured and locked.

Anticipated Scope of Work continued...

4. THE HIGHLANDS DIVISION

Address: 1108 E. Canal Highlands, Texas 77562

Contact: Lynzey Jett

Square Ft. to be serviced: 3,696 Sq. Ft.

Entrance and Office Areas (Including Common Areas) Each Visit

- All entrance glass doors (4) will be cleaned
- All ash urns will be cleaned (where applicable)
- Outside entrance area (front only) will be swept and policed for trash
- All horizontal surfaces will be spot dusted for dust/debris that arises between the weekly detail dusting
- All carpeted areas and mats will be vacuumed including areas under desks and chairs
- Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed.
- Trash receptacles will be emptied and liners replaced as necessary
- Interior glass windows will be spot cleaned as necessary
- All drinking fountains will be polished and sanitized
- Cobwebs will be removed

Once a Week

- Dust all desk tops, shelves, cubicle tops, file cabinets, window sills and ledges
- Wall hangings will be dusted
- Hard to reach areas of carpet will be vacuumed as necessary
- Hard surface floors will be thoroughly wet mopped using fresh/clean mop water
- Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
- Light switch plates will be wiped

Once a Month

- Buff and polish floors
- Blinds will be dusted
- Baseboards will be dusted
- Air vents will be dusted

Restrooms and Locker Room (Each Visit)

- All supplies will be restocked
- All trash receptacles will be emptied.
- Hard surface floors will be swept and wet mopped using fresh/clean mop water.
- Commodes and urinals will be cleaned inside and out using a germicidal treatment
- Sinks and countertops will be cleaned using a germicidal treatment
- All mirrors and fixtures will be cleaned
- Disinfectant will be poured in floor drains to prevent odors (where applicable)
- Cobwebs will be removed

Once a Week

- All chrome fixtures will be polished
- Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
- Doors and kick plates will be wiped to remove non-permanent smudges and fingerprints
- Air vents will be dusted

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Anticipated Scope of Work continued...

Once a Month

- Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Break rooms (Each Visit)

- All tables and chairs will be wiped and organized
- Trash receptacle will be emptied and liners will be replaced
- Counter tops and sinks will be cleaned, including splash guards
- Interior and exterior of microwaves will be cleaned
- Hard surface floors will be swept and wet mopped using fresh/clean mop water
- All carpeted areas and mats will be vacuumed
- Coffee machines and pots will be cleaned. Grounds will be placed in trash.
- Cobwebs will be removed

Once a Week

- Exterior of soiled trash receptacles will be wiped and cleaned
- Exterior of refrigerators will be wiped
- Doors and switch plates will be wiped to remove non-permanent smudges.
- Air vents will be dusted

Janitorial Closet

- Closet will be kept clean and organized
- All supplies will be neatly organized, labeled, and SDS sheets will be included
- All mop buckets will be emptied after each use
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis

Tile Maintenance

Any tile maintenance above sweeping and mopping (buffing, stripping/waxing) will be performed upon request, for an agreed upon fee.

Carpet Maintenance

Any carpet maintenance above vacuuming (cleaning or hot water extraction) will be performed upon request, for an agreed upon fee. However, carpets will be spot cleaned as necessary for spots that occurred that same day at no additional charge.

Exterior Windows

Exterior windows can be cleaned upon request, for an agreed upon fee.

Security Protocols

Cleaning staff will not unlock the entrance doors while cleaning to allow anyone in the facility. Secure areas will be unlocked, cleaned, and relocked and will not be left unattended. Designated interior office doors will be locked after cleaning. All entrance doors will be properly secured and locked. Security system must be re-armed upon leaving the site.

5. GRP DIVISION

Address: 11998 Pine Valley Drive – Conroe, Texas 77304

Contact: Lisa Yohner

Square Ft. to be serviced: Ops Building-1,115 Sq. Ft. / Building 12, 736 Sq. Ft. /

Membrane Building- 4,260 Sq. Ft.

Entrance and Office Areas (Including Common Areas) Each Visit (Tuesday & Friday)

- All entrance glass doors (4) will be cleaned

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Anticipated Scope of Work continued...

- All ash urns will be cleaned (where applicable)
- Outside entrance area (Ops Building only) will be swept and policed for trash
- All horizontal surfaces will be spot dusted for dust/debris that arises between the weekly detail dusting
- All carpeted areas and mats will be vacuumed including areas under desks and chairs
- Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed.
- Trash receptacles will be emptied and liners replaced as necessary
- Interior glass windows will be spot cleaned as necessary
- All drinking fountains will be polished and sanitized
- Cobwebs will be removed

Once a Week

- Dust all desk tops, shelves, cubicle tops, file cabinets, window sills and ledges
- Wall hangings will be dusted
- Hard to reach areas of carpet will be vacuumed as necessary
- Hard surface floors will be thoroughly wet mopped using fresh/clean mop water
- Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
- Light switch plates will be wiped

Once a Month

- Blinds will be dusted
- Baseboards will be dusted
- Air vents will be dusted

Restrooms and Locker Room - Each Visit (Tuesday & Friday)

- All supplies will be restocked
- All trash receptacles will be emptied.
- Hard surface floors will be swept and wet mopped using fresh/clean mop water.
- Commodes and urinals will be cleaned inside and out using a germicidal treatment
- Sinks and countertops will be cleaned using a germicidal treatment
- All mirrors and fixtures will be cleaned
- Disinfectant will be poured in floor drains to prevent odors (where applicable)
- Cobwebs will be removed

Once a Week

- All chrome fixtures will be polished
- Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
- Doors and kick plates will be wiped to remove non-permanent smudges and fingerprints
- Air vents will be dusted

Once a Month

- Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Break rooms - Each Visit (Tuesday & Friday)

- All tables and chairs will be wiped and organized
- Trash receptacle will be emptied and liners will be replaced
- Counter tops and sinks will be cleaned, including splash guards

Anticipated Scope of Work continued...

- Interior and exterior of microwaves will be cleaned
- Hard surface floors will be swept and wet mopped using fresh/clean mop water
- All carpeted areas and mats will be vacuumed
- Coffee machines and pots will be cleaned. Grounds will be placed in trash.
- Cobwebs will be removed

Once a Week

- Exterior of soiled trash receptacles will be wiped and cleaned
- Exterior of refrigerators will be wiped
- Doors and switch plates will be wiped to remove non-permanent smudges.
- Air vents will be dusted

Janitorial Closet

- Closet will be kept clean and organized
- All supplies will be neatly organized, labeled, and SDS sheets will be included
- All mop buckets will be emptied after each use
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis

Tile Maintenance

Any tile maintenance above sweeping and mopping (buffing, stripping/waxing) will be performed upon request, for an agreed upon fee.

Carpet Maintenance

Any carpet maintenance above vacuuming (cleaning or hot water extraction) will be performed upon request, for an agreed upon fee. However, carpets will be spot cleaned as necessary for spots that occurred that same day at no additional charge.

Exterior Windows

Exterior windows can be cleaned upon request, for an agreed upon fee.

Security Protocols

Cleaning staff will not unlock the entrance doors while cleaning to allow anyone in the facility. Secure areas will be unlocked, cleaned, and relocked and will not be left unattended. Designated interior office doors will be locked after cleaning. All entrance doors will be properly secured and locked. Security system must be re-armed upon leaving the site

6. ALL SJRA LOCATIONS – EMERGENCY DETAILED DISINFECTING

***(Such services to be provided when requested)**

- Thoroughly wipe and clean touch surfaces such as tabletops, doorknobs, counters, time clocks, elevator buttons, hand rails, refrigerator handles, chairs, copiers, cabinet handles and all other handheld objects in common areas.
 - laptops, desktops, phones, keyboards, remote controls, scanners and other electronics are subject to special disinfecting instructions

End of Anticipated Scope of Work

B. SJRA’S RESPONSIBILITIES

Prior to the start of services, SJRA will designate in writing a person at each Division to act as Division Representative during services. 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.

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.

C. 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 during services. 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 services 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 services 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 personnel on the Work at all times that Work is in progress.

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 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 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.

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.

Notice of Defects:

All Defective Work may be rejected, corrected or accepted. Contractor must give SJRA or Division Manager or representative, prompt notice of any Defective Work of which Contractor has actual knowledge. Prompt notice of all Defective Work of which SJRA or Division Manager or 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 or Division Manager 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.

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 janitorial services. Proposer may be 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

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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).

- | | |
|---|-------------------------------------|
| - Issue Solicitation: | Thursday, June 18, 2020 |
| - Pre-Submittal Conference (site visits): | Thursday, July 9, 2020 at 10:00 AM |
| - Deadline for submission of questions: | Monday, July 13, 2020 at 5:00 PM |
| - Posting of Addendum (if necessary) | Thursday, July 16, 2020 @ 5:00 PM |
| - Response Deadline: | Thursday, July 23, 2020 at 11:00 AM |
| - Evaluate and rank initial results: | TBD |
| - Execution of contract with awarded vendor(s): | TBD |

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 –SITE WALKTHROUGH

A non-mandatory, pre-solicitation conference will be available to interested consultants. Attendance at the pre-solicitation conference is strongly encouraged prior to submission of a response. The conference will be held on **Thursday, July 9, 2020 at 10:00 AM** at General and Administrative Division, Conference Room, 1577 Dam Site Road, Conroe, Texas 77304. **Due to COVID-19, special seating arrangements will be made available during meeting. The use of face masks are highly recommended during site visit of SJRA property.*

The Highlands Division listed in page 11, Section A.5, will not be included in site walkthrough. Interested firms may contact location to schedule individual site visit. Visits must be performed before 'Deadline for submission of responses' as identified in Section 5; Schedule of Events.

Internet link to meeting location:

<https://www.google.com/maps/place/1577+Dam+Site+Rd,+Conroe,+TX+77304/@30.3553814,-95.5700852,17z/data=!3m1!4b1!4m5!3m4!1s0x8647232ef12cf687:0x23c255278ca1edd6!8m2!3d30.3554502!4d-95.567799>

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 automatically renew this contract for an additional four (4) one-year periods. The contract shall renew automatically unless either party notifies the other party of its intent to terminate the agreement with a 30-day advanced written notification. At the sole option of the SJRA, the Contract may be further extended as needed, not to exceed a total of six (6) months. Selected Contractor will be required to commence within fourteen (14) days of delivery of 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 ADJUSTMENT

Firm Pricing – Janitorial and Custodial 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 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.

Any additional requested goods or services, in accordance with **Section “ADDING NEW GOODS/SERVICE TO THE CONTRACT AFTER AWARD”** and shall be mutually negotiated for pricing. SJRA reserves the right to accept, reject, or negotiate any proposed 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 to ensure they have downloaded and signed all addenda required for submission with their submission. (<https://www.sjra.net/purchasing/bidopportunities/>)

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.

11. Exhibit 3 – PRICING SHEET INSTRUCTIONS

Exhibit 3 – Pricing Sheet is included with the RFP Documents; additional copies may be obtained at <https://www.sjra.net/purchasing/bidopportunities/>. Interested parties that are not already registered on the San Jacinto River website are highly encouraged to register as a “New Vendor” and download the RFP Document(s).

All blanks on the **Exhibit 3 – 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. 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 Goods and Onsite Services**.

13. 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.

14. 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 2 - 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 - 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 - Submission Exceptions Form**, with their proposal submission.

15. ACKNOWLEDGEMENT

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

16. 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

Samuel Arevalo, MBA, CTCD
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304

RFP# 19-0072 Janitorial and Custodial Services

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

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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.

17. 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:

Submit response before the published due date. Submittals must be in a sealed envelope with the solicitation number and name.

1. 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 3 – Pricing Sheet in both hard copy format and MS Excel electronic format, and the completed forms from Exhibit .* Clearly mark this package with the word “Original.”
2. 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.
3. Utilize tabs to identify exhibits and attachments.
4. 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 2 – Completed Forms submitted:
 - Business Overview Questionnaire and Form
 - Submission Exception Form
 - References Form
 - Conflict of Interest Form
 - Verification Company does not Boycott Israel Form **Notarized**
 - Texas Government Code 2252.152 Certification Form
 - Acknowledgement
 - f. Exhibit 3 – Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format.

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.

18. 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

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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).

19. 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. Proposals are to be limited to 35 pages.

Proposal Evaluation Factors:

a. Pricing (50%)

Complete all pricing forms.

b. Response Time/Approach (20%)

Explain how your firm will be able to meet schedules for completing services in established time frames.

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

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 ability to meet schedules;
- 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.

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. 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.

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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.

20. 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.

21. 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.

22. 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:

Samuel Arevalo
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
sarevalo@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.

23. 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 - Conflict of Interest Form contained in this solicitation. This form must be completed and submitted with any response. In accordance with the statutory provisions of Chapter 176.006 of the Texas Local Government Code, all respondents to this solicitation are required to file a public disclosure of certain information concerning persons doing business or seeking to do business with SJRA, including affiliations and business and financial relationships such persons may have with SJRA Officers. By doing business or seeking to do business with SJRA, including submitting a response to the solicitation, the respondent acknowledges that he/she has been notified of the requirements of Texas Local Government Code 176 and represents that the said respondent is in compliance with the requirements. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

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

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

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

24. 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 Verification Form. Notarized***

25. COMPANY DOES NOT ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST 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 Texas Government Code 2252.152 Certification Form.***

26. 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;
- conduct a Best and Final Offer (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.

27. 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
	Review Exhibit “1” – Miscellaneous Services Agreement (for review only)
	Cover sheet
	Solicitation number
	Proposer’s name
	Solicitation Checklist
	Provide detail to support evaluation criteria include sample quote and sample invoice
	Review and Complete Forms from Exhibit 2:
	- Business Overview Questionnaire and Form <u>with signature</u>
	- Submission Exceptions Form <u>with signature</u>
	- References
	- Conflict of Interest Form – <u>with signature</u>
	- Verification Company Does Not Boycott Israel <u>with signatures</u>
	- Texas Government Code 2252.152 Certification Form – <u>with signatures</u>
	- Acknowledgment, <u>with signature</u>
	<u>Hard Copy Submission:</u> SJRA requires one (1) original
	<u>Electronic Copy:</u> SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)
	Complete Exhibit 3 – Pricing Sheet