

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

# INVITATION FOR BID IFB 20-0079

#### ANNUAL PURCHASE OF WATER TREATMENT CHEMICALS

Issue Date: Friday, July 10, 2020 Response Due Date and Time (Central Time): Thursday, July 30, 2020 @ 11:00 a.m. Location for Delivery: as stated above

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#### **EXHIBIT 1 – Terms and Conditions (Miscellaneous Services Agreement)**

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

**EXHIBIT 3 – Specifications and Drawings (Attachment A and B)** 

**EXHIBIT 4 – Pricing Sheet** 

#### 1. GENERAL NOTICE

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Government Code 2252, and San Jacinto River Authority (SJRA) Purchasing Policy and Procedures Resolution dated August 22, 2013, SJRA has issued this Invitation for Bids (IFB) to contract with an Individual, Firm, or Company (Contractor/Supplier), 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 **ANNUAL CONTRACT TO DELIVER WATER TREATMENT CHEMICALS.** 

*SJRA is exempt from Federal Excise and State Sales Tax.* SJRA qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise, and Use Tax Act. Any Contractor performing work under this contract for SJRA may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

#### 2. OVERVIEW OF SAN JACINTO RIVER AUTHORITY

SJRA was originally created by the Texas Legislature as the "San Jacinto River Conservation and Reclamation District" by House Bill No. 832, Chapter 426, of the General and Special Laws of the 45<sup>th</sup> Texas Legislature, Regular Session, 1937. In 1951, the Texas Legislature changed the name of the "San Jacinto Conservation and Reclamation District" to "SJRA." SJRA is a government agency whose mission is to develop, conserve, and protect the water resources of the San Jacinto River basin. Covering all or part of seven counties, the organization's jurisdiction includes the entire San Jacinto River watershed, excluding Harris County. This includes all of Montgomery County and parts of Walker, Waller, San Jacinto, Grimes, Fort Bend, and Liberty Counties. SJRA is one of ten (10) major river authorities in the State of Texas, and like other river authorities, its primary purpose is to implement long-term, regional projects related to water supply and wastewater treatment.

SJRA's general offices are located at 1577 Dam Site Road, Conroe, Texas 77304. SJRA has five (5) separate divisions, the General and Administrative Division, Lake Conroe Division, Woodlands Division, Highlands Division, and Groundwater Reduction Plan (GRP) Division. More information can be accessed here: <a href="http://www.sjra.net/about/">http://www.sjra.net/about/</a>.

#### 3. PROJECT REQUIREMENTS AND DESCRIPTION

SJRA has identified the need for Suppliers to provide **water treatment chemicals.** The Supplier shall furnish all required labor, materials, supplies, and travel required in connection with supply and delivery of the chemical(s) to SJRA. The list of chemicals and requirements are detailed within **Exhibit 1 – Pricing Sheet.** SJRA intends to enter into a contract with one or more Successful Bidder(s) who represent the "lowest cost or the overall best value from a responsible bidder" for the goods and commodities as fully described within **Section 3**, and **Exhibit 1- Pricing Sheet.** 

#### **Successful Bidder Obligations**

The Successful Bidder shall be responsible for the performance of all contractual obligations that may result from an award based on this IFB and shall not be relieved of obligations due to non-performance of any or all subcontractor(s). A bid submitted in response to this IFB must identify any subcontractors and describe the contractual relationship between the Bidder and each subcontractor. The Successful Bidder must obtain written approval from the SJRA before subcontracting any portion of the contract requirements. The Bidder further understands and acknowledges, if this Bid is accepted, that SJRA may also award additional contracts to competing companies, individuals, or firms, and that Award of a Contract pursuant to acceptance of Bidder's Bid is not a contract for exclusivity.

#### **Bidder Representations**

Bidder is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, delivery and the furnishing of Goods and Commodities.

Bidder is aware of the general nature of work performed by SJRA and others at the location for deliveries.

Bidder has given SJRA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof SJRA is acceptable to Bidder.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the requirements for which this Bid is submitted.

Bidder will submit written evidence of its authority to do business in the State with its offer.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from making an offer; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over SJRA.

#### **Anticipated Schedule of Contract and Delivery**

The anticipated schedule for this Contract Award is as follows:

- Contract Award(s) by SJRA: September 2020

All of the services shall be accomplished per Section #3 requirements, anticipated schedule, and goods/commodities description of this solicitation, and as further clarified once a bidder or bidder(s) have been selected.

#### 4. MINIMUM QUALIFICATIONS

The following minimum requirements must be demonstrated in order for the submission to be **considered responsive** to SJRA. Any submission received, which is determined to not meet these mandatory requirements *may be* disqualified and rejected as non-responsive. Refer to "General Conditions" of this solicitation for any general conditions and SJRA reservations of rights.

- A demonstrated competence in providing chemicals to government entities.
- A minimum of three (3) years of similar project experience is required.
- SJRA prefers three (3) references from customers for the services requested.
- The responding individual or business must be registered within the State of Texas to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contract. To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit: <a href="http://www.sos.state.tx.us/corp/copies.shtml">http://www.sos.state.tx.us/corp/copies.shtml</a>, phone: (512) 463-5578; or email <a href="mailto:corpcert@sos.state.tx.us">corpcert@sos.state.tx.us</a>.

#### 5. SCHEDULE OF EVENTS

SJRA reserves the right to change the dates indicated below:

- Issue Solicitation: 07/10/2020

Deadline for submission of questions: 07/17/2020 at 11:00 AM CST
 Deadline for submission of Bids: 07/31/2020 at 11:00 AM CST

- Official award by SJRA: September 01, 2020

SJRA is using the solicitation 'Issue Date' as noted in the <u>Schedule of Events</u> above as the official thirty (30) day notification requirement for an interview with a firm.

#### 6. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will not be conducted.

Respondents may send questions directly to the listed point of contact, for direct answers. At the end of the question/answer period, all questions received and answers provided shall be posted to the website as an addendum.

#### 7. CONTRACT TERM

It is the intention of SJRA to award a contract for a one (1) year period to one, some or all contractors meeting the minimum requirements. SJRA and the awarded Contractor shall have the option to renew this contract for an additional four (4) one-year periods. The contract shall renew automatically unless either party notifies the other party of its intent to terminate the agreement with a 30-day advanced written notification. At the sole option of the SJRA, the Contract may be further extended as needed, not to exceed a total of six (6) months. Selected contractor will be required to commence within

fourteen (14) days of delivery of a Notice to Proceed. The services shall be accomplished per the Scope of Work and Services as identified within this solicitation and negotiated contract.

The Contract shall commence upon the issuance of a Notice of Award by SJRA. SJRA may terminate the agreement, and Purchase Order, for any reason, with or without cause in accordance to the terms and conditions and requirements stated within the agreement.

#### 8. PRICING/PRICE ADJUSTMENTS

#### **Firm Pricing**

Pricing is firm and fixed. The Bidder proposes and agrees, if this Bid is accepted, to enter into an MSA Agreement with SJRA in the form included in **Exhibit 1** to perform delivery of the goods or commodities as specified or indicated in Solicitation Documents for the Contract Price indicated in the Bid Response or as modified by 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 pricing.

#### 9. ADDENDA

Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the San Jacinto River Authority website at <a href="www.sjra.net">www.sjra.net</a> under Doing Business with Us, Bid Opportunities, Bid Number, to ensure they have downloaded and signed all addenda required for submission with their submission.

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

#### 10. ADDING NEW GOODS/SERVICES TO THE CONTRACT AFTER AWARD

Following the Contract award, *ADDITIONAL* products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor(s) to provide a bid on the additional services and shall submit bids 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 bids, and may issue a separate IFB for the products after rejecting some or all of the bids. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Texas Water Code, Chapter 49.

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

**Exhibit 4 – Pricing Sheet** is included with the IFB Documents; additional copies may be obtained at <a href="http://www.sjra.net/purchasing.">http://www.sjra.net/purchasing.</a>

All blanks on the **Exhibit 4 – Pricing Sheet** must be completed and submitted in accordance with the submission requirements of this solicitation. The Bid price shall include the amount, as the Bidder deems proper for overhead and profit. The pricing sheet shall be returned to SJRA in both hard copy and MS Excel formats.

#### 12. QUANTITIES

The quantities indicated on **Exhibit 4 – Pricing Sheet** are believed to be accurate but shall be considered only as estimates.

## 13. SUBSTITUTES AND "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of goods and services described in the requirements with consideration for possible "substitute" or "equivalent" items.

#### 14. CONTRACT, TERMS, CONDITIONS, AND REQUIREMENTS

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with SJRA in the contract form included as **Exhibit 1 – Miscellaneous Services Agreement.** 

**Exhibit 1 is inclusive of all terms, conditions, and requirements,** to perform all requirements as specified and indicated in the solicitation, requirements, and Contract Documents for the contract price indicated in the Bid or as modified by written amendment, agreed to by both parties.

#### 15. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

If SJRA requests the identity of certain Subcontractors, Suppliers, or other persons or organizations that shall furnish the materials or services, shall within five (5) calendar days from request submit to SJRA a list of all such Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work for which such identification is requested. If a Bidder declines to make any such substitution, SJRA may formally close contract negotiations with Bidder and enter into contract negotiations with the next most highly ranked Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

#### 16. EXCEPTIONS

The IFB process allows for negotiation of the final submitted pricing, and requirements of this bid, however, the terms and conditions of **Exhibit 1 – Miscellaneous Services Agreement/Standard Terms and Conditions** are <u>not negotiable</u>. The respondent shall note any exceptions to the solicitation document, within **Exhibit 3 - Attachment B - Submission Exceptions Form.** The exceptions will be reviewed to ensure they meet the minimum specifications and requirements and the bid submission shall be ranked in accordance with the evaluation criteria. SJRA reserves the right to accept, reject or negotiate the exceptions provided. Complete, sign, and return **Exhibit 3 –** 

Attachment B - Submission Exceptions Form. Do not mark or change the text of the solicitation document, exceptions shall be noted only on this Form. If no exceptions are taken, the respondent shall sign in the appropriate signature block and return Exhibit 3 – Attachment B - Submission Exceptions Form, with their bid submission.

#### 17. ACKNOWLEDGEMENT

Submit a signed acknowledgement by authorized agent of the responding contractor, individual, company, or firm; complete, sign, and return **Exhibit 3 - Attachment H - Acknowledgement Form.** 

#### 18. SUBMITTAL INSTRUCTIONS

**SJRA** will accept submissions until the date and time on the cover sheet of this solicitation. Bids responses received by SJRA, <u>will not</u> be opened and read aloud, in accordance to the statutory provisions of Texas Government Code 552.104. The IFB 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: BID RESPONSE**

San Jacinto River Authority
Grady B. Garrow, CPPB, CTCM, CTCD
Senior Buyer
IFB# 20-00799 Annual Contract for Water Treatment Chemicals
1577 Dam Site Road
Conroe, Texas 77304

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

Any submission received after the date and/or hour set for solicitation opening (*late*) will be returned unopened, and rejected. SJRA reserves the right to reject any or all Bids, 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, FORMAT, AND CHECKLIST

Respondents shall provide detailed information to allow SJRA to properly evaluate the submission, as detailed within the solicitation. SJRA requests the following format be utilized:

- 1. Submit response before the published due date. Submittals must be in a sealed envelope with the solicitation number and name.
- 2. Prepare one (1) bound original of the complete Bid Package with original signatures, and one (1) electronic PDF copy on USB flash drive (memory data stick) format,

including the completed *Exhibit 4 – Pricing Sheet in both hard copy format and MS Excel electronic format, and the completed forms from Exhibit 3.* Clearly mark this package with the word "Original."

- 3. An Original Bid is the Bid containing the Original signature of a person authorized to sign on behalf of the Bidder.
- 4. Utilize tabs to identify exhibits and attachments.
- 5. The submission shall be in the following order, utilizing plain section dividers:
  - a. Coversheet including Solicitation number and name, company name, address, contact name, phone, fax, website, and email address;
  - b. Table of Contents;
  - c. Transmittal Letter, in any;
  - d. Completed Solicitation Checklist;
  - e. Exhibit 1 Review MSA Agreement / Standard Terms and Conditions
  - f. Exhibit 3 Completed Forms submitted:
  - Attachment A Business Overview Questionnaire and Form
  - Attachment B Submission Exceptions Form
  - Attachment C References, Schedule and Budget Compliance Form
  - Attachment D Conflict of Interest Form
  - Attachment E Verification Company does not Boycott Israel Form
  - Attachment G Texas Government Code 2252.152 Certification Form
  - Attachment H Acknowledgement Form
  - g. Exhibit 4 Completed Pricing Sheet, submitted in both hard copy and electronic Microsoft Excel format.

A complete set of IFB Documents may be accessed at the SJRA Website <a href="http://www.sjra.net/purchasing/">http://www.sjra.net/purchasing/</a>. A checklist is provided for your assistance is completing your bid submission within this solicitation.

#### 20. CONFIDENTIALITY OF BID INFORMATION

All materials submitted to SJRA in response to a competitive solicitation, upon receipt by SJRA become public property, and are subject to the Texas Government Code Chapter 552 (Texas Public Information Act). There will be no disclosure of contents to competing contractors, individuals, companies, or firms, and all responses will be kept confidential during the selection process to the degree permitted by law. SJRA is subject to the Texas Public Information Act (Texas Government Code 552). In accordance with the provisions of Texas Government Code 552.110, trade secrets, commercial or financial information that may be privileged or confidential by statute or judicial decision, are exempt from required public disclosure. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations, in accordance to the statutory provisions of Texas Government Code 552.104.

A public opening *will not* be conducted with this procurement process.

If a Bidder does not desire proprietary information in the bid 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 Bid 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. VALIDITY PERIOD

All Bids will remain subject to acceptance for <u>ninety (90) days</u> after the date of the opening, but SJRA may, in its sole discretion, release any Bid prior to that date. That period may be extended by mutual written agreement of SJRA and the Bidder.

#### 22. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by a document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. If, within twenty-four (24) hours after Bids are opened, any Bidder 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 Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder may be disqualified from responding to a reissued IFB for the Work to be furnished under these Contract Documents.

### 23. CONTACT BETWEEN BIDDER(S) AND SAN JACINTO RIVER AUTHORITY

San Jacinto River Authority is committed to a procurement process that maintains the highest level of integrity. Accordingly, Bidders, as well as their agents, liaisons, advocates, lobbyists, "legislative consultants," representatives, or others promoting their position, are limited to those communications authorized by and described in this IFB. Any attempt to influence participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the IFB process is strictly prohibited. Should allegations of improper contact be made prior to any contract award, the General Manager of SJRA may cause in investigation into those allegations, and in his sole discretion, disqualify a Bidder.

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

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

Interpretations or clarifications considered necessary by SJRA in response to such questions will be issued by written Addenda, and posted on the SJRA website: www.sjra.net. 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 IFB must be made in writing via email to POC as listed above.

#### 24. CONFLICT OF INTEREST

No public official shall have interest in this opportunity except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, and Chapter 171.

Exhibit 3 / Attachment D - Conflict of Interest Form contained in this solicitation. This form must be completed and submitted with any response. In accordance with the statutory provisions of Chapter 176.006 of the Texas Local Government Code, all respondents to this solicitation are required to file a public disclosure of certain information concerning persons doing business or seeking to do business with SJRA, including affiliations and business and financial relationships such persons may have with SJRA Officers. By doing business or seeking to do business with SJRA, including submitting a response to the solicitation, the respondent acknowledges that he/she has been notified of the requirements of Texas Local Government Code 176 and represents that the said respondent in 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.

<u>Additional Requirement for Awarded Respondent only</u>: 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.

#### 25. COMPANY DOES NOT BOYCOTT ISRAEL

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

# 26. COMPANY DOES NOT ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERROIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Company represents and certifies that, at the time of execution of this Agreement neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. Complete, sign, and return Attachment G – Texas Government Code 2252.152 Certification Form.

#### 27. GENERAL

This IFB 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 bid 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 Bids received;
- -cancel the entire Solicitation (IFB);
- -remedy technical errors in the IFB process;
- -request clarifications of bids from all respondents to the IFB;
- -waive informalities and irregularities;
- -SJRA retains the right to revise **Exhibit 1 Miscellaneous Services Agreement or SJRA Standard Terms and Conditions**, based on review of laws passed by the Texas Legislature.

#### 28. SIGNING OF AGREEMENT

SJRA's Purchasing Department will transmit to the Successful Bidder 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<br>when<br>Completed | Task to be Completed by Respondent   |
|----------------------------|--|
|                            | Review Exhibit "1" – Miscellaneous Services Agreement or Standard Terms and Conditions                           |
|                            | Cover sheet  |
|                            | Solicitation number  |
|                            | Proposer's name  |
|                            | Solicitation Checklist   |
|                            | Document how respondent meets minimum qualifications (requirements in Item #4)                                   |
|                            | Provide detail to support evaluation criteria  |
|                            | Review and Complete Forms from Exhibit 3:  |
|                            | Attachment A – Business Overview Questionnaire and Form with signature   |
|                            | Attachment B – Submission Exceptions Form with signature   |
|                            | Attachment C – References, Schedule and Budget Compliance Forms  |
|                            | Attachment D – Conflict of Interest Form – with signature  |
|                            | Attachment E – Verification Company Does Not Boycott Israel with signature                                       |
|                            | Attachment F – Felony Conviction Notification with signature   |
|                            | Attachment G – Texas Government Code 2252.152 Certification Form   |
|                            | Attachment H – Acknowledgment, with signature  |
|                            | Hard Copy Submission: SJRA requires one (1) original   |
|                            | Electronic Copy: SJRA requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick) |

| Order for Submission | Document   |
|----------------------|--|
| 1                    | Cover Sheet and Submission Materials                             |
| 2                    | Table of Contents  |
| 3                    | Transmittal Letter (if any)                                      |
| 5                    | Completed Solicitation Checklist                                 |
| 6                    | Review and Complete Forms from Exhibit 3:                        |
| 7                    | Attachment A – Business Overview Questionnaire and Form          |
| 8                    | Attachment B – Submission Exceptions Form                        |
| 9                    | Attachment C – References, Schedule & Budget Compliance Form     |
| 10                   | Attachment D – Conflict of Interest Form                         |
| 11                   | Attachment E – Verification that Company does not boycott Israel |
| 12                   | Attachment F – Felony Conviction Notification                    |
| 13                   | Attachment G – Texas Government Code 2252.152 Certification Form |
| 14                   | Attachment H – Acknowledgment                                    |
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