

Document 00900

ADDENDUM NO. 2Date of Addendum: August 18, 2021PROJECT NAME: Water Treatment Plant Improvements-Rehabilitation of Existing FiltersPROJECT NO: RFP No. 2021-12BID DATE: August 23, 2021 (There is no change to the Bid Date.)

FROM: City of Edinburg
 Att: Lorena Fuentes, Purchasing Agent
 415 W. University Drive
 Edinburg, Texas 78539
 Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the right margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number above the title block and changes in the Drawing are noted by a revision mark.

CHANGES TO PROJECT MANUAL**1. Document 00010-Request for Proposals**

Remove entire Request for Bids section (13 pages), including Revised Page 1 issued in Addendum No. 1, and *replace* with Document 00010-Request for Proposals (30 pages, Attached).

2. Document 00405-Schedule of Unit Price Work

Remove Page 00405-1 and *replace* with Revised Page 00405-1 (1 page, Attached).

END OF ADDENDUM NO. 2


 Orlando S. Cruz, P.E.
 Cruz-Hogan Consultants, Inc.
 TBPE Firm Reg. No. F-4860

DATED: 8/18/21**END OF DOCUMENT**



Document 00010

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP's will be received until **3:00 p.m. Central Time**, on **Monday, August 23, 2021**, shortly thereafter all submitted RFP's will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. A **site visit** will be held on Monday, August 16, 2021 at 9:00 a.m. at the Downtown Water Plant located at 500 East Mahl, Edinburg, Texas 78539. A **pre-bid meeting** will be held on Tuesday, August 17, 2021 at 3:00 p.m. at the Edinburg City Hall Community Room, 1st Floor. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP's must bear original signatures and figures. The RFP shall be for:

RFP NO. 2021-012 WATER TREATMENT PLANT IMPROVEMENTS REHABILITATION OF EXISTING FILTERS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be obtained from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TEXAS 78539 by calling (956) 388-1895 or by emailing your request to the following address: lfuentes@cityofedinburg.com. General and/or Prime Contractors submitting RFP's and/or proposals to the City of Edinburg shall be non-refundable.

Plans, proposal forms, specifications, and contract documents may be purchased from the Engineering Department, Engineer of Record or are available for printing at http://cityofedinburg.com/departments/finance/open_bid_notices.php. Copies of the plans and specifications may be examined without charge at the following location:

City of Edinburg
Engineering Department – 2nd Floor
415 W. University Drive
Edinburg, Texas 78539



Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **90** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to provide a proposal for:

Water Treatment Plant Improvements Rehabilitation of Existing Filters

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Four (4) complete sets of the response, one (1) original marked "**ORIGINAL**," and four (4) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be

rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RFP DOCUMENTS: Copies of the RFP Documents, including Drawings, Contract Documents and Technical Specifications may be obtained at the City of Edinburg Engineering Department office at 415 W. University Drive Edinburg, Texas 78541 for a fee as adopted by the City of Edinburg's Master Fee Schedule.

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the

contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS AND OFFICIAL CONTACT

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

Questions and answers that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. Any inquiries to this RFP must be submitted Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than **Wednesday, August 18, 2021 at 5:00 p.m.**

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(27) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(28) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, August 23, 2021 until 3:00 p.m. Central Time** for consideration. **An (1) original and four (4) copies** of complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for the “Water Treatment Plant Improvements – Rehabilitation of Existing Filters”. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

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c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(29) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(32) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

COOPERATIVE PRICING

(34) Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION I SCOPE OF THE PROPOSAL

INTRODUCTION

The purpose of the RFP is to solicit and obtain from interested parties (also referred to herein as "Vendor" or "Vendors") the best possible proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project. The City of Edinburg intends to select the most competitive proposal that meets the City's requirements and specifications listed within the proposal and then enter into negotiations with the Vendor/s for purposes of reaching a satisfactory agreement for the City for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project.

BACKGROUND

The City of Edinburg **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project will provide new filter underdrains to two existing filter basins.

SCOPE OF WORK

The City is soliciting competitive proposals from experienced and qualified companies for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project. The project will provide new filter underdrains to two existing filter basins.

ADDITIONAL INFORMATION

The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS

The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Engineering Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY

The City of Edinburg requires submitters, when hand-delivering proposals by **3:00 pm on August 23, 2021**, to have a City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF PROPOSALS

In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES

THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY

It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION

THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

SECTION II RFP REQUIREMENTS

PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain proposals for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project**.

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and four (4) copies** of the RFP shall be submitted to the address on the cover letter. Letter of Intent from Surety Company to provide Payment and Performance Bonds shall also be required from the proposer as part of RFP.

SUBMITTAL

For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

CONTENTS

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 2 pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications):** The CITY is seeking a contract with a competent contractor(s); **with a minimum of 5 years' experience and who has successfully completed at least three similar filter replacement projects of similar size and scope.**

a) Qualifications:

- i) List Contractor's qualifications and ability to perform the service requirements.
- ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.

b) Experience:

- i) Number of years of experience as a General Contractor.
- ii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, date services provided and name, titles, and telephone numbers of each client or client's representative.
- iii) Specific experience with public entity clients, especially large municipalities. If company submitting proposal for new construction has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
- iv) If company submitting proposal for this project is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
- v) Provide the following information for key personnel to be assigned to this project:
 - (1) Total years' experience.
 - (2) Primary work assignment for the projects outlined in this RFP.
 - (3) Relevant experience with projects of similar size and scope.

c) Previous Project Performance:

- i) Provide evidence of satisfactory performance on past projects
- ii) List past assignments over the past five (5) years
- iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
- iv) Provide five recent references who may be contacted to verify performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

d) Quality of Service:

- i) Company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project – Availability: Identify any concurrent or near future commitment that would impede the Contractor's ability to perform this contract.
- ii) Describe company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project policies, procedures and plans to ensure

quality services (continuing education, on-going training, internal quality practices, etc.)

- iii) If company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters** project has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.
- 3) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project as stated in the SCOPE OF WORK (Page 2).
- 4) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
- 5) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their company. Include name of company, address, telephone number and name of representative.
- 6) **Schedule** – Proposer shall submit the amount of working days that will take company to complete project.

SECTION III SELECTION AND SCHEDULES

SELECTION PROCEDURES

The RFP shall be submitted according to the schedule below.

PROPOSAL RANKING

A selection committee will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

RFP SUBMITTED TO

An original and four (4) copies of RFPs should be submitted to:

**City of Edinburg
c/o City Secretary
415 West University
P.O. Box 1079
Edinburg, Texas 78541**

RFPs must be submitted by **no later than** 3:00 p.m. on **Monday, August 23, 2021**.

SECTION IV FIRM and RFP EVALUATION

RFP – EVALUATION

The evaluation system consists of a 100 Point system. The RFP will be ranked after evaluation. All RFP's submitted will be ranked and evaluated based on specified RFP criteria. The submittal evaluation will be based on the following criteria.

- **40 Points: Proposer's itemized and total proposed price**
 - Total estimated cost for base bid submitted*

*Alternates might be included based on what is most advantageous to City.
- **40 Points: Proposer's qualifications/experience and performance/references**
 - Demonstrated prior experience for similar projects (20 points)
 - Number of years in business (5 points)
 - Litigation History/Lawsuit History (5 points)
 - References (10 points)
- **10 Points: The Proposer's Team and Subcontractors.**
 - Resumes for Key Individuals (5 points)
 - Project Superintendent
 - Project Manager
 - List of Subcontractors (5 points)
- **10 Points: Schedule.**
 - Lowest total days (10 points)
 - Within 30 days of lowest (8 points)
 - Within 60 days of lowest (6 points)
 - More than 60 days from lowest (5 points)

Proposed Price (40 points):

The price will be evaluated and scored based on the main proposal cost. The City reserves the right to include any and all alternate price proposals in the price evaluation process. The established budget will determine which, if any, alternates will be recommended and accepted as part of the overall price ranking evaluation. After the highest ranked firm is selected, negotiations on price and changes on the scope of work may occur with the firm that provides the best value to the City.

Points will be awarded based upon the total number of offers submitted. The lowest offeror will receive the maximum number of points and the highest offeror will receive the minimum number of points. A point spread system will be established once all the offers are tabulated. The closer the prices of the offers, the larger the point spread will be.

SAMPLE: Utilizing the 80% Spread Formula

| Contractor | Price | Points |
|----------------|----------------|--------|
| Offeror No. 01 | \$1,000,000.00 | 40.0 |
| Offeror No. 02 | \$1,050,000.00 | 37.33 |
| Offeror No. 03 | \$1,100,000.00 | 34.67 |
| Offeror No. 04 | \$1,150,000.00 | 32.0 |

70% spread: $40 \times 70\% = 28.0$ points Results: 12 points spread
75% spread: $40 \times 75\% = 30.0$ points Results: 10 points spread
80% spread: $40 \times 80\% = 32.0$ points Results: 8 points spread
85% spread: $40 \times 85\% = 34.0$ points Results: 6 points spread
90% spread: $40 \times 90\% = 36.0$ points Results: 4 points spread
95% spread: $40 \times 95\% = 38.0$ points Results: 2 points spread

If the committee decided to utilize the 90% spread formula, Offeror No. 04 is only 4 points away from Offeror No. 1. The committee may feel that a 4 point difference is too close, and is unfair to the lowest price offeror. A 70% spread, or 12 point difference, may be too far spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a \$1 Million project. The point spread could be very different on a \$300,000.00 project budget versus a \$30 million project budget.

After the percentage spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 40 points and the highest offeror gets 32 points. Everyone else in the middle will get their points scored proportionately (extrapolated). This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers submitted, and on the price spread differences between all offerors.

RESPONDENT – EVALUATION

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced staff to completely and efficiently perform the work. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

1. Address appropriate Federal/State/Local regulations and policies
2. Identify information to be gathered or obtained

The respondents should provide as much background information as to its experience in providing similar services to State, CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION V
AWARD OF CONTRACT, RESERVATION OF RIGHTS

Number of Contracts

The CITY reserves the right to award one or no contract(s) in response to this RFP.

Advantageous Contract

The Contract/s, if awarded, will be awarded to the vendor/s submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** whose Submittal(s) is/are deemed most advantageous to the CITY and, as determined by the selection committee, upon approval of the CITY Council.

Final Selection and City Council Approval

The CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** is subject to City Council approval.

Remedy of Technical Errors

The CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. The CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs

This RFP does not commit the CITY to enter into a Contract, award any services related to this RFP, nor does it obligate the CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity

If selected, vendor/s submitting proposal for **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor

The company/s submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed

Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for the **Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project** through individual Purchase Orders.

ATTACHMENT I Insurance Requirements

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

- 1 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

- 1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.

- 1 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

- 1 A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;

- 1 Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured shall be submitted to The CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to The CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to The CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT II
Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Engineering Department of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.)
- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Engineering Department of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions):
\$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the City Engineer will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHMENT III

**Project Requirements
Acknowledgement**

This is to certify that I, _____, possess all of the
APPLICABLE:

1. Licenses:

2. Bonds:

3. Certificates:

4. Permits:

5. Other:

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

City, State, Zip

ATTACHMENT IV

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT V

**VENDOR/S PROVIDING PROPOSAL FOR
WATER TREATMENT PLANT IMPROVEMENTS –
REHABILITATION OF EXISTING FILTERS PROJECT QUALIFICATIONS
GENERAL QUESTIONNAIRE**

1 Name/Name of Agency/Company: _____

(Full, correct legal name)

2 Address: _____

3. Telephone/Fax: _____

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes____ No____

5. Is your Company authorized and/or licensed to do business in Texas?

Yes____ No____

6. Where is the Company's corporate headquarters located? _____

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes ____ No ____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

____ (years) ____ (months)

c. State the number of full-time employees at the Hidalgo County office. ____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ____ No ____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT VI
HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative
of

_____, (Company or Business name)
(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age,**
verify that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller’s Companies that Boycott
Israel List located at
<https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

- 1. “Boycott Israel” 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; and*
 - 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for the WATER TREATMENT PLANT IMPROVEMENTS – REHABILITATION OF EXISTING FILTERS PROJECT ensure that all required documents have been included in its submittal.

| Document and Location in Submittal | Check or Initial to Indicate Document is Attached to Submittal |
|---|--|
| | |
| Tab A – Interest Statement Letter | |
| Tab B – Company submitting proposal for the Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project Qualification General Questionnaire (Attachment V in RFP) | |
| Tab C – *Project Requirements Acknowledgement (Attachment III in RFP) | |
| Tab D – Litigation Disclosure (Attachment IV in RFP) | |
| Tab E – Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate) | |
| Tab F – *Insurance Requirement Acknowledgement (Attachment II in RFP) | |
| Tab G – Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Section II in RFP Requirements) | |
| Tab H – Submittal Checklist (Attachment VII in RFP) | |
| Tab I - *House Bill 89 Verification (Attachment VI) | |
| Tab J - *Formal Proposal for the Water Treatment Plant Improvements – Rehabilitation of Existing Filters Project | |
| Tab K – 00310 (Form of Proposal), 00405 (Schedule of Unit Price Work), 00411 (Bid Bond), 00420 (Statement of Bidder’s Qualifications), 00423 (Certification of Bidder’s Qualifications), 00425 (Equipment & Material Suppliers List), 00460 (Non-Collusion Affidavit), 00429 (Non-Bribery Model Form) | |
| 1 Original* and 4 Copies of Submittal | |

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

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Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
 When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement between Owner and Contractor.

| Base Bid | | | | | |
|--|--|-----|------|----------------------------|----------------------------|
| SPEC NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE (in figures) | UNIT TOTAL (in figures) |
| 1 | Replacement of filter under drains in Existing Filter Basin No. 1. | 1 | LS | \$ | \$ |
| 2 | Replacement of filter under drains in Existing Filter Basin No. 5 | 1 | LS | \$ | \$ |
| 3 | Betterment Allowance for Additional Work | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| Total | | | | | \$ |
| In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts. | | | | | |

TOTAL BID PRICE (Total Unit Prices)

\$ _____

Notes:

⁽¹⁾ United States Dollars. In the event of a discrepancy, this column shall govern.

Project: _____

Project No. _____ Bidder's Signature: _____

Company: _____ Name: _____

Date: _____ Title: _____

END OF DOCUMENT

