



## ALNOR STREET MITIGATION PROJECT

BID NO. 2023-01

12710 Church Street  
San Elizario, Texas  
79849  
(915) 974-7037

December 2023

**Request for Proposals (RFP)  
for Construction Services**

<b>Date Issued:</b>	<b>December 11, 2023</b>
<b>RFP Number:</b>	<b>2023-01</b>
<b>Project Name:</b>	<b>Alnor Street Mitigation Project</b>
<b>Project Summary:</b>	The City of San Elizario is seeking construction contractor(s) experienced in providing rehabilitation services. This RFP is for rehabilitation services for projects funded with General Municipal funds. These Services are for repair of certain potholes on Alnor St. Multiple contracts may be awarded as a result of this solicitation. The submission requirements for this solicitation are included in the attached RFP document package. The City intends to enter into new agreements with one or more qualified construction entities to provide construction services.

If you are interested in providing construction service, please review and comply with the terms, conditions, and instructions set forth in this document.

**Submit responses to:**

City Clerk  
12710 Church Street  
PO Box 1723  
San Elizario, TX 79849

**DEADLINE FOR SUBMISSION:**

**Date: December 18, 2023**

**Time: 11:00 a.m.**

It is the responsibility of the submitting Responder to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of San Elizario reserves the right to negotiate with any and all service providers submitting timely proposals.

The City of San Elizario is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

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## **PART I – INTRODUCTION**

### **1.0 GENERAL INFORMATION**

The City of San Elizario is seeking construction contractor(s) experienced in providing rehabilitation services. The general description of the work to be performed includes but is not limited to the following items: Mobilization/Demobilization, Hauling, Earthwork, Compaction. All work performed shall be in accordance with city and state regulations.

- Order and Transport to site approximately 200 Tons of Base and 150 tons of Screening
- Spread, Spray, level, and Compact Base 3.5 to 4.5 Inches thick.
- Provide traffic control during construction.
- Contractor is to leave the job site free of debris.
- Approximate Measurement of roadway 24'x 550'

### **2.0 TERM OF CONTRACT**

The contract shall be effective upon the date of execution (signed by the City designee). The contract term is for one (1) year. Upon expiration of the initial term, the contract may, at the sole discretion of the City be renewed for one (1) year with the same terms and conditions.

2.01 To be considered for award, respondents must adhere to the requirements as set forth by in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation

### **3.0 BACKGROUND**

3.01 This project is funded by General Municipal Funds.

### **4.0 SOLICITATION SCHEDULE**

**Note: All dates are tentative, and Entity reserves the right to change these dates at any time. At the sole discretion of the Entity events listed in the Schedule of Events are subject to scheduling changes and cancellation. The Entity will make public any changes.**

Listed below are the important dates for this request:

Date	Item
12/11/2023	Date RFP Issued
12/14/2023	Questions Due from Respondents
12/18/2023	RFP Responses Due from Respondents
12/19/2023	Estimated RFP Award Date

## **5.0 BID ACCEPTANCE**

5.01.1 Proposals must be received and time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

5.01.2 The City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Responder acknowledges and will adhere to all specifications as stated within this procurement packet.

5.01.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Responder or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.

5.01.4 The City reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the City's bidding websites. If Responder demonstrates just reason for a change, the City must have at least two (2) working days' notice prior to submission due date.

5.01.5 In the event that Responder finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Responder should at once notify the City Contact Person and obtain clarification prior to submitting a response.

5.01.6 All Responders must meet or exceed the minimum specifications to be considered as a valid response. The City reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Responder or to the Responder who provides goods or services at the best value for the City.

5.01.7 If a response contains proprietary information, the Responder must declare such information as proprietary if Responder does not want information to become public. The City will honor specific requests for confidentiality for information of a proprietary nature only to the extent allowed by law if clearly marked by Applicant as "Proprietary" or "Confidential."

5.01.8 The Responder agrees to protect the City from claims involving infringement of patents or copyrights.

5.01.9 The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

5.01.10 Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, if specified in the space provided.

5.01.11 There is no guarantee a contract will successfully be awarded related to a winning Applicant's response. The City reserves the right to cancel this RFP at any time.

5.01.12 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP

information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

5.01.13 RFP Applicants assume all costs of preparation of the proposal. RFP responses become the property of the City.

## **6.0 REQUEST FOR ADDITIONAL INFORMATION**

6.1 Any questions or requests for clarification must be submitted in writing via EMAIL to the contact information below in accordance with the Solicitation Schedule in Part I. The City will post all questions and answers to the City's website located at [www.cityofsanelizario.com](http://www.cityofsanelizario.com).

NAME: Michael Medina

TITLE: City Administrator (Interim)

EMAIL: [mmedina@cityofsanelizario.com](mailto:mmedina@cityofsanelizario.com)

Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Identifying Solicitation number, if applicable
- b. Section Number, if applicable
- c. Paragraph Number, if applicable
- d. Page Number
- e. Text of passage being questioned
- f. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, e-mail address, and name of contact person when submitting questions.

6.2 Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

## **7.0 PROHIBITED COMMUNICATION**

On issuance of this solicitation, except for the written inquiries described in 6.0 section above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

## **8.0 TERMINATION OF CONTRACT**

8.01.1 The City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Responder:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, County, State, or Federal Government from the successful Responder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement or this RFP document.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. By failing to execute a contract within 5 days of notification they have been selected by the City as an awarded candidate. The City reserves the right to select other candidates if a contract is not executed within the 5-day timeline.
- h. Additionally, the City and Responder reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

## **9.0 Delivery**

Respondents must hand deliver solicitation responses by the deadline. Solicitation responses submitted by any other method will NOT be considered.

## **10.0 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS**

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

## **PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **1.0 MINIMUM REQUIREMENTS**

1.01 The selected Firm(s) shall have no convictions or civil judgments preceding nor there after this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

1.02 The selected Firm(s) shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.

1.03 Where applicable, Respondent's staff must meet and maintain current certifications and or licensure requirements as mandated by the state law or appropriate licensing authority.

## **2.0 SCOPE OF SERVICES**

2.01 The required services shall be performed in accordance with Key Tasks as described below and attached Exhibits:

### ***Exhibit A:* Project Scope of Work**

2.02 The City expects selected Firm(s) to have knowledge and experience of general construction policies, procedures, and guidelines.

2.03 All construction work will be located at Alnor Street.

## **3.0 KEY TASKS**

3.01 Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical & gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hookup and punch list.

3.02 Maintain a pool of general/subcontractors, and other trades adequate to complete construction adhering to City's requirements and time constraints identified in this document.

3.03 Provide timely payments to sub-consultants, general/subcontractors, trades, etc.

3.04 Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.

3.05 Provide a warranty on all completed construction. At a minimum, 1-year warranty for workmanship and materials and a 10-year warranty for structure, and appliance warranty from manufacturer shall be provided.

3.06 Perform periodic monitoring of construction during all construction phases. Firms shall provide an assigned superintendent at each project site and notify the City of the assignment or re-assignment of superintendent within 48 hours. The City reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.

3.07 Participate in progress inspections performed by the City's inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).

3.08 Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the City; coordinate relocation issues

such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.

- 3.09 Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors, and suppliers.
- 3.10 Furnish progress reporting as determined or requested by the City.
- 3.11 Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- 3.12 Support and assist the City during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

#### **4.0 TECHNICAL REQUIREMENTS**

The selected Firm(s) shall provide construction services including, but not limited to, the following technical requirements:

##### **4.01 Preconstruction Services**

During the phase of preconstruction services, the following activities are performed:

- 4.01.1 Procure in advance or establish reliable supply chains for materials, equipment, supplies and appurtenances with long lead items.
- 4.01.2 Perform procurement of early trade work.
- 4.01.3 Submit samples of materials for review and approval of the City. Prepare and maintain a detailed schedule.
- 4.01.4 Work collaboratively with design team and review drawings for submittal to the City for final approval.

##### **4.02 Construction Services**

During the phase of construction services, the following activities are performed:

- 4.02.1 Firms shall meet with the assigned City contact (or assignee) to review selections of construction materials.
- 4.02.2 Firms will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Firms shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- 4.02.3 Firms are responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and Federal guidelines, laws, and regulations.
- 4.02.4 Firms shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.

- 4.02.5 Firms shall provide construction services in accordance with City building codes and within the prescribed construction timelines and approved schedule.
- 4.02.6 Firms shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Firms are allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- 4.02.7 Firms shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- 4.02.8 Firms shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Firms shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- 4.02.9 Firms shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the City.
- 4.03 As requested by the City, Firms shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- 4.03.1 Firms shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the City, or assignee. The City will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

#### **4.04 Elevation Services**

No elevation services are anticipated at this time; however, new construction projects must meet all applicable requirements regarding location of structures within floodplains.

#### **4.05 Scheduling**

- 4.05.1 The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned construction sites if more than one location is involved) showing average duration for performing activities at the assigned sites. This schedule should also include City activities which potentially may impact the schedule.
- 4.05.2 The selected Firm(s) shall update the master schedule weekly to determine revised durations on the active construction projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.
- 4.05.3 The selected Firm(s) will be responsible for performing regular routine daily/weekly monitoring of construction; however, the City, or assignee, will perform milestone inspections required for compliance.

#### **4.06 Environmental, Health, and Safety**

4.06.01 The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.

4.06.02 All health and safety complaints must be addressed immediately and the City must be notified of the complaints and proposed resolutions within 24 hours.

4.06.03 Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.

4.06.04 All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

#### **4.07 Closeout**

4.07.01 Firm(s) shall obtain a COO (when applicable) and provide a copy of the certificate to the City and retain the certificate in the system of record.

4.07.02 Firm(s) shall transfer all operations and maintenance manuals, keys, warranty information and similar submittals required by the Contract Documents as directed.

4.07.03 Firms shall provide all preconstruction and construction records and files in the prescribed format within seven (7) calendar days of the approved final inspection.

#### **4.08 Work Orders**

During the term of any contract awarded, the City may request the Firm to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

#### **4.09 Inspections and Payment for Construction Services**

4.09.1 Payments will be made at milestones as established in the construction contract. Generally, the City is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value has been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection and the code inspection has not been completed and approved by the City. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. **A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.**

4.09.2 Firm shall submit an invoice upon completion of each milestone as described in the executed construction contract document. Deliverables will be considered complete only upon inspection and written acceptance by the City. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the construction contract.

4.09.3 The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided and the construction passes the final inspection performed by the City. The final inspection is complete when all items on the scope of work has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed.

4.09.4 Firm(s) are eligible for the 10% retainage payment thirty (30) days after passing final inspection an completion of all punch list items. If determined necessary by the City proof of payment to subcontractors may be requested.

#### **4.10 Record Keeping**

4.10.1 Firms shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all assigned projects as instructed by the City within two (2) days of receipt or occurrence.

4.10.2 *Firms shall maintain records of principal work layout lines, elevations of the bottom of footings, floor levels, and key site elevations to include utility layouts (complete with depth of burial), and as-built construction drawings certified by a licensed surveyor or Engineer as applicable.*

4.10.3 Firms shall document all communications regarding the construction status and any other issues.

4.10.4 Firms shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.

4.10.5 All records shall be retained for a period of five (5) years.

4.10.6 The selected Firm(s) shall support and assist the City pertaining to close out, including financial reconciliation, reporting, recordkeeping, and achievement of eligible activities and services.

#### **5.0 INSURANCE**

5.01.1 An original, certified copy of an insurance certificate listing the City as additional insured, must be submitted with the Responder's submittal (**see Attachment C**). The successful Responder will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile

Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

#### 5.01.2 **Builder's Risk**

Selected Firm(s) will be required to carry builder's risk insurance for in an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of builder's risk coverage prior to contract execution, and no later than 15 days of request.

### **6.0 USE OF HISTORICALLY UNDERUTILIZED BUSINESSES**

It is the policy of the City to seek participation in its contracts by local small businesses and by small businesses owned by minorities, women and disadvantaged persons. The City has two strategies for achieving this policy objective. For locally or state-funded projects, the provisions of Section 252.0214 of the State of Texas Local Government Code Historically Underutilized Business (HUB) shall apply. The provisions of 49 CFR Parts 23 (FTA) and 26 (FAA), as amended, for Disadvantaged Business Enterprise (DBE) program shall apply whenever contracts are funded with federal funds.

### **7.0 TERMS AND CONDITIONS**

7.01.1 **Indemnity Clause** - The Responder agrees to indemnify and save harmless the City and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Responder under this contract, and including acts or omissions of the City or its officers, agents, or employees in connection with said contract.

7.01.2 **Equal Opportunity Employer** - The successful Responder shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

7.01.3 **Assignment** - The successful Responder may not assign, sell, or otherwise transfer this contract without prior written consent of the City.

7.01.4 **Contractor's Responsibility** - At the time of the response due date, each Responder shall be presumed to have inspected the site(s) (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Responder to examine any form, instrument, document, or site shall in no way relieve any Responder from any obligation in respect to this RFP.

#### 7.01.5 **Compliance with Laws** -

The Responder agrees to comply with all applicable local government codes for the State of Texas.

All equipment, supplies, and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Responder shall obtain and pay for such permits and inspections as are required for the legal performance of this work unless otherwise specified. Responder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Responder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in San Elizario, Texas, where the venue for any proceeding arising hereunder will lie.

- 7.01.6 **Silence of Specifications** - The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the City as specified in this document.
- 7.01.7 **Severability** - If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **PART III – SELECTION PROCESS**

#### **1.0 SELECTION OF RESPONDENT(S)**

The City of San Elizario intends to select Respondent(s) that best meet the needs of the City and that provide the best overall value. The City reserves the right to award **multiple** contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The City intends to enter into negotiations with the top-ranked Respondent (i.e. the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the City shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The City shall proceed in like manner until it has contracted with a sufficient number of entities to respond to the identified scope of work.

The City reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the City.

1.01.1 The City is not required to accept the lowest cost proposal.

1.01.2 The City may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City all such information by the date specified by the City.

1.01.3 The City may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Applicant, their proposed subcontractors, and other persons or organizations submitted within an Applicant's response to do the work to the City's satisfaction within the prescribed time.

1.01.4 The City reserves the right to conduct interviews of short-listed Applicant(s) prior to making a final selection.

1.01.5 The City reserves the right as a function of the RFP analysis process to require Applicants to identify the source(s) of Applicant's share of project funding.

1.01.6 The City reserves the right to contact references as deemed necessary to complete its analysis.

## **PART IV – EVALUATION CRITERIA**

The City will award this contract to the Applicant who provides goods or services at the “best value” for the City. To determine the best value for the city, the city may consider the following:

- the purchase price;
- the reputation of the Applicant and of the Applicant’s goods or services;
- the quality of the Applicant’s goods or services;
- the extent to which the goods or services meet the City’s needs;
- the Applicant’s past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the Applicant’s goods or services; and
- any criteria specifically listed in this RFP.

## **PART V – SUBMISSION REQUIREMENTS**

This section details the requirements for submitting all required information. Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive. Non-responsive responses will not be considered.

All sealed proposals should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with the Responder’s Name, RFP number, and time/date of RFP due date. Please provide one clearly marked original, 3 copies, and one digital copy on a USB drive.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

### **1.0 Cover Sheet**

**1.0 Statement of Interest:** The statement of interest should be limited to a maximum of two (2) page and must include a brief introduction of your company and your proposed subcontractors (if known), a statement of the Respondent’s understanding of the work to be performed and that the company will comply with the requirements set forth in this document.

**2.0 Experience and Qualifications:** Respondent shall demonstrate related professional qualifications, and knowledge in the organization. Response should include information similar in scope and size to the project scope of work in this RFP. Limit to 3 pages, excluding the organizational chart and resumes of no more than 5 key personnel. Minimum submission shall address the following:

2.01.1 **Experience:** Respondents shall provide a maximum three (3) page (excluding project descriptions and references) narrative description of their firm’s past performance experience in

services similar in size and scope to the requested project scope of services. Describe any work performed in or for the City. At a minimum, the narrative should describe the following items:

1.1 Construction History: Respondent(s) shall describe prior work in construction, including, but not limited to, number of years in business, number of projects completed, type of construction (rehabilitation and new construction), average construction time for each construction type, and number of years of experience in construction in general.

1.2 Prior Project Descriptions: In no more than two (2) pages per project, Respondents shall provide description of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

2.01.2 Relevant Qualifications: Respondents must provide a brief summary to include, total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services as outlined in this document.

2.2 Organizational Chart/Staffing Plan: Respondents shall provide an organizational chart or staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the chart or staffing plan should identify the personnel organization structure, proposed Project Manager, subcontractors, inspectors, superintendent(s), number of proposed staff and their roles and responsibilities, percent of commitment to the project, and anticipated duration of their involvement. Respondents shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in their best interest. All key personnel must be committed to the project at all applicable times. The qualifications and experience of key proposed personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the City. Any approved substitutions for personnel shall be of equal or better qualifications.

2.3 Resumes: Respondent(s) shall provide a resume (limit two pages each) of key personnel identified in the organizational chart. At a minimum, the resumes shall include, education, experience in the residential construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A limit of 5 resumes may be submitted and may be submitted as an attachment to your response.

**3.0 Capacity to Perform**: Respondent should state its firm commitment to be fully mobilized and operational within fifteen (10) calendar days of contract execution.

4.0 **Work Capacity**: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical construction schedule to show sequence of key work activities and the number of days to complete each task. **NOTE: ALL CONSTRUCTION ACTIVITIES MUST BE COMPLETED NO LATER THAN 30 DAYS.**

4.1 Quality Control Program: Respondent shall provide methodology and approach for quality management to control and maintain quality.

4.2 Financial Capacity: Firm shall state its financial capacity and the ability to perform within the payment schedule.

**5.0 Financial Stability:** Respondent shall provide a statement that includes the following:

- 1) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 2) Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

**6.0 Legal Actions:** Provide a list of all pending litigation and include a brief description of the reason for legal action. (if applicable).

**7.0 Pricing:**

7.01.1 Respondents shall complete and submit the Pricing Sheet (See Attachment A).

7.01.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

7.01.3 The City is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

7.01.4 Any catalog, brand name, or manufacturer's reference used in this document is descriptive – NOT restrictive – it is to indicate type and quality desired. Pricing on brands of like nature and quality will be considered. If providing other than referenced specifications, Responder must show manufacturer, brand or trade name, lot number, etc., of the article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the response. If the Responder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items utilized shall be new, in first class condition, and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the RFP specifications. Verbal agreements to the contrary will not be recognized.

7.01.5 **Estimated Quantities** - Quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

## ***Exhibit A***

### **Project Scope of Work**

The work under this contract shall be for furnishing labor, materials, equipment, transportation, services, and incidentals for temporary composition on a street located inside the City of San Elizario, TX, also known as Alnor Street. The general description of the work to be performed includes but is not limited to the following items: Mobilization/Demobilization, Hauling, Earthwork, Compaction. All work performed shall be in accordance with city and state regulations.

- Order and transport to site approximately 200 tons of base and 150 tons of screening
- Spread, spray, level, and compact base and screening 3.5 to 4.5 Inches thick.
- Provide traffic control during construction.
- Contractor is to leave the job site free of debris.
- Approximate measurement of roadway 24'x 550'

Select fill material used for site grading should be granular, cohesionless, and free of deleterious material and particles over 4 inches in greatest dimension.

## **ATTACHMENTS**

**The following Attachments are to be completed and returned with the Responder's response package.**

Attachment A – Pricing Sheet

Attachment B – Customer/Client References

Attachment C - Insurance Certificate

Attachment D – Conflict of Interest Questionnaire – Form CIQ

Attachment E – Form 1295 – Certificate of Interested Parties

Attachment F – Bidder's Certification

## **Attachment A Pricing Sheet**

Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date. The City is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

1. **Lump Sum Price:** Responder shall provide a Lump Sum Price to complete the scope of services contained in Exhibit A – Project Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

## **ATTACHMENT B CUSTOMER/CLIENT REFERENCES**

Provide information for 3 clients for whom you have supplied similar services within the past 5 years.

<b>Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

<b>Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

<b>Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

## **ATTACHMENT C INSURANCE CERTIFICATE**

### **INSURANCE REQUIREMENTS**

The Responder shall supply an original, certified copy of an insurance certificate listing the City as additional insured. The successful Responder will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- i. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- j. Employers Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- k. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- l. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

## ATTACHMENT D

### CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods, or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

- a. The date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- b. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:  
<https://www.ethics.state.tx.us/filinginfo/1295/>

**Instructions:** Responders should complete Form CIQ below if the above description applies and submit Form CIQ with their response. If no employment or business relationship exists, then Responders should complete and sign the below statement.

**I certify that no person that has an ownership interest in my business has an employment or business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## **ATTACHMENT E FORM 1295**

### **HOUSE BILL 1295 Certificate of Interested Parties**

Any and all resultant contracts of this Request for Proposal will require the Responder to complete the Texas Ethics Commission requirements under the State of Texas House Bill No. 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this RFP, Responder shall include a completed form.

Login information, Forms and Certification download may be obtained at:  
<https://www.ethics.state.tx.us/filinginfo/1295/>

(To be Completed by Awarded Vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																					
<p>Complete Nos. 1 - 4 and 6 if there are interested parties.            Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<div style="border: 1px solid black; padding: 5px;"> <b>OFFICE USE ONLY</b> </div>																																					
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																																					
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																							
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																							
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name of Interested Party</th> <th style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 17.5%;">Controlling</th> <th style="width: 17.5%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																														
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<b>5</b> Check only if there is NO interested Party. <input type="checkbox"/>																																							
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;">             _____              Signature of authorized agent of contracting business entity              (Declarant)           </div>																																							
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																							

## **ATTACHMENT F BIDDER'S CERTIFICATION**

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that \_\_\_\_\_ (Company Name) is a Resident bidder of Texas, as defined in Section 2252.001(4), Texas Government Code.

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

I certify that \_\_\_\_\_ (Company Name) is a Nonresident bidder defined in Section 2252.001(3), Texas Government and our principal place of business is \_\_\_\_\_ (City and State).

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_