

Request for Proposal

RFP 20-018

**2020 Maintenance for
Cow Bayou Watershed Flood Control Structure #8 (TX 04093)**

RFP Release:
June 4, 2020

Date and Time RFP is Due:
No Later Than
June 25, 2020
2:00 p.m.

Issued By: Ken Bass
McLennan County
Director of Purchasing
Waco, TX 76701
Phone: 254-759-5627
Fax: 254-757-5068

RFP 20-018
2020 Maintenance for
Cow Bayou Watershed Flood Control Structure #8 (TX 04093)

NOTICE TO RESPONDENTS

Sealed proposals will be received by the **McLennan County Purchasing Department at 214 North 5th Street, Waco, TX 76701, until 2:00 p.m., Thursday, June 25, 2020,** at which time proposals will be opened and acknowledged.

Proposals must be submitted in a sealed envelope and must be plainly marked with **“Your Company Name, Company Address and RFP 20-018, 2020 Maintenance for Cow Bayou Watershed Flood Control Structure #8 (TX 04093)”**, to insure proper recognition upon its arrival. McLennan County is not responsible for proposals delivered to another address or late proposals.

Please enclose one (1) original response to this proposal and two (2) complete copies of your response.

No faxed or e-mailed proposals will be accepted.

Specifications may be obtained from the McLennan County Purchasing Department, phone 254/757-5016 or on our web site <https://www.co.mclennan.tx.us/Bids.aspx>.

The County is exempt from Federal Excise Tax and State Sales Tax. Therefore, such taxes must not be included in this proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County may cancel this contract at any time for any reason, provided a thirty (30) day notice is given.

When providing quotes/proposals for projects in which the County is receiving grant funding, the vendor understands and agrees that it must follow all grant requirements and must provide the County with all documentation necessary to comply with those requirements.

It is understood that McLennan County reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of McLennan County. The County also reserves the right to waive any technicalities where such is in the County's best interest. The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from consideration and the relative importance of evaluation factors set forth in the request for proposal.

Proposals shall include this RFP and all additional documents submitted. Each proposal shall be manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.

Late proposals: Proposals received in the County Purchasing Office after submission deadline will remain unopened and will be considered voice and unacceptable. McLennan County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt.

Altering proposals: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

Withdrawal of proposal: A proposal may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt of the proposal, and vendor so agrees upon submittal of their proposal.

Proposals will be received and publicly acknowledged at the location, date, and time stated above. Vendors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by vendor as such.

SPECIFICATIONS

McLennan County is requesting proposals for Maintenance for the Cow Bayou Watershed Flood Control Structure #8 (TX 04093). Proposals must be submitted on the attached proposal form. By returning the proposal, Offerors certify agreement to the following:

- A. Proposal prices must include all charges for transportation to McLennan County, Texas
- B. Invoices must be addressed directly to McLennan County, 215 N. 5th Street, Suite 130, Waco, TX 76701. Invoices will be processed after notification that all supplies/services have been received/performed satisfactorily and no unauthorized substitutions have been made. Invoices must be itemized and must reference the McLennan County Purchase Order Number in order to be processed. A monthly statement is required for any account with an open balance at the end of any month. Payments will usually be made within 30 days from the time McLennan County receives the invoice, provided all equipment/services and paperwork have been completed or received in accordance with specifications.
- C. Any invoice covering items purchased under this proposal may include only items delivered to one address, and may not include items not covered by this proposal. Separate invoices must be used for purchases made under different purchase authorizations.
- D. All insurance requirements, including Worker's Compensations, as outlined in Texas State Statutes must be met by the successful Offeror prior to any delivery and must remain in effect during the life of this contract. Failure to provide the required certificates upon submission of the proposal could result in the offer being declared non-responsive.

- E. Any catalog number, brand name or manufacturer's reference used is considered descriptive, not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality may be considered if the proposal is properly noted and fully descriptive information is enclosed. If a notation of substitution is not made, it is assumed that the Offeror is proposing the item specified. All substituted items must be approved by the McLennan County Engineer before shipping, or the item may not be accepted.
- F. Continuing non-performance of the Offeror in terms of specifications will be a basis for the termination of the contract by the County. The County will not pay for work, equipment or supplies that are unsatisfactory. Offerors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, must in no way be construed as negating the basis for termination for non-performance.
- G. This proposal represents to the best of our ability; the goods, services and/or estimated quantities that McLennan County will need, but with our best efforts, we realize that some items may be omitted or some estimated quantities might be incorrect. If additional goods or services or a change in the quantity of goods or services that fits the scope of the original proposal comes up, this can be negotiated.
- H. McLennan County retains the option to transfer the award of this RFP to the next best evaluated vendor that meets specifications in the event awarded vendor defaults

EVALUATION AND AWARD

The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer. Proposals will be evaluated, but not necessarily limited to the following factors:

Criteria	Points
Pricing	50
History of Similar Work with: i. Texas Soil & Water Conservation Districts, ii. Texas Counties iii. Texas Watershed Authorities	40
History of Similar Work with McLennan County	10
Total	100

McLennan County reserves the right to select evaluation methods deemed most appropriate. Each proposal will be evaluated on a case-by-case basis, regardless of any previous evaluation method. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

A “pre-proposal meeting” will be held at 11:00 a.m., Thursday, June 18, 2020 at the site. Please see the map provided for site location. For further information, Offerors may call Ken Bass at 254/759-5627.

Scanned or Re-typed Response: If, in its response, the Proposer either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of

any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by the Proposer, the County's proposal package as published shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or in not being performed, the contract is subject to immediate cancellation.

Vendor Responsibility

It is the responsibility of each service provider before submitting a proposal:

1. To examine thoroughly the documents and other related data identified in the proposal documents.
2. To promptly notify the County Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.
3. All Insurance requirements, including Worker's Compensation, as outlined in Texas State Statutes must be met by the successful Offeror prior to any delivery and must remain in effect during the life of this contract. Failure to provide the required certificates upon submission of the proposal could result in the offer being declared non-responsive. See insurance requirements.

Contract

This proposal, submitted documents, and any negotiations, when properly accepted by McLennan County, shall constitute a contract equally binding between the successful proposer and McLennan County. No different or additional terms will become a part of this contract with the exception of a Change Order.

Conflict of Interest

Chapter 176 of the Local Government Code creates a new filing requirement for persons who contract or are seeking to do business with local government entities to make financial and business disclosures.

A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the county must file a Conflict Disclosure Questionnaire <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> within 7 business days of:

- Beginning contract discussions or negotiations
- Or submitting an application, response to a request for proposal or bid,
- Or other communication related to a potential contract.
- Failure to file a questionnaire is a class C misdemeanor.

Note: As part of this bid or proposal packet, please mark "Not Applicable" on any questions that do not apply to your affiliation or business relationship with a McLennan County officer and return with the response package.

Please submit the Conflict of Interest Questionnaire with your proposal. If you do not have access to the links provided above please contact Becky Stephens at 254/759-5628 or

becky.stephens@co.mclennan.tx.us and we will send by mail or email the list of County Officers that must be considered in the Conflict Disclosure and the Conflict Disclosure Questionnaire.

Suspension and Debarment

The “Vendor” certifies, to the best of its knowledge and belief, that the “Vendor” and/or any of its Principals:

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Are not listed on the Excluded Parties List System (EPLS) maintained by the General Service Administration (GSA). Note: McLennan County Purchasing Department will check the Excluded Parties List before award of any contract;
- (c) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;
- (d) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above;
- (e) The vendor has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Interested Parties Disclosure

House Bill 1295 creates a new filing requirement for persons who contract with local government entities. This may be found in Chapter 2252 of the Government Code.

The County may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the County at the time the business entity submits the signed contract to the County. This applies to a contract of the County that requires an action or vote by the governing body of the County before the contract may be signed. The McLennan County Commissioners Court must approve every contract submitted to the County.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

A contract will not be considered complete until this form is completed and submitted to the County.

If you do not have access to the link provided above please contact Becky Stephens at 254-759-5628 or becky.stephens@co.mclennan.tx.us.

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252.151

By signing below, Company hereby certifies the following:

1. Company does not do business with Iran, Sudan, or a foreign terrorist organization; and
2. Company will not do business with Iran, Sudan, or a foreign terrorist organization during the term of this contract.

Print Company Name: _____

Signed By: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

- (1) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

Print Company Name: _____

Signed By: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

- (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 limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount

Insurance Requirements

1. Workers Compensation. Contractor shall procure and provide workers compensation insurance for all of its employees, and for subcontractors or other persons/entities for which it might be liable, meeting the standards of Texas law and any applicable federal law, and in at least the following policy limits:

E.L. Each Accident - \$500,000.00
E.L. Disease – Each Employee - \$500,000.00
E.L. Disease – Policy Limit - \$500,000.00

2. Liability Coverage. Contractor shall procure and provide Commercial General Liability Insurance, including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including X, C and U coverage), in at least the following policy limits:

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$2,000,000.00 Products/Completed Operations

The General Aggregate shall apply to this Project only. Products and Completed Operations coverage shall be maintained for a minimum of one (1) year after final completion. The Owner shall be named as an additional insured.

3. Automobile Liability. Contractor shall provide and maintain automobile liability insurance (owned, non-owned and hired vehicles), for bodily injury and property damage, with a policy limit of at least \$1,000,000.00 per accident. The Owner shall be shown as an additional insured on the policy.

4. Umbrella Coverage. Contractor shall carry and maintain umbrella excess liability coverage with a policy limit of \$2,000,000.00.

5. Builders Risk Insurance. N/A
6. Proof of Insurance. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of construction.
7. Subrogation Waiver. Policies shall contain a waiver of subrogation endorsement waiving subrogation rights against the Owner.
8. Policy Cancellation Notice. Each policy shall be endorsed to state that coverage cannot be suspended, voided, cancelled or reduced without at least 30 days prior written notice to the Owner.
9. Workers Compensation Insurance – Subcontractors. If the Contractor does not procure workers compensation insurance for a subcontractor as part of the subcontract, the subcontractor must carry workers compensation insurance as set out above. Subcontractors must provide proof of such insurance before working on the Project.

Bid Bond

Proposals must be accompanied by a certified check or bid bond in the amount of 5% of the proposed price.

Performance and Payment Bonds

1. Contractor shall provide a performance bond in the amount of the proposal conditioned on faithful performance of the work for the Project in accordance with the plans and specifications. Said bond shall be executed by a corporate surety or sureties duly authorized by the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, and acceptable to the Owner, and shall be payable to the Owner. Note: Performance Bond is not required if proposed amount is less than \$100,000.
2. Contractor shall provide a payment bond guaranteeing payment of laborers, contractors, subcontractors, and materialmen in the full amount of the GMP for the Project work. Such bond shall be executed by a corporate surety or sureties duly authorized and admitted to do business in the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, be in a form acceptable to the Owner and be payable to the Owner. If a GMP has not yet been agreed to, the bond shall be in the sum of the Project Budget. Once a GMP has been agreed to, the payment bond may be reformed to be in that amount.
3. The Performance (if required) and Payment Bonds shall be provided by the Contractor to the Owner not later than the 10th day after this Agreement is executed.

Retainage

A 5% retainage will be held to the completion of the project if progress payments are requested for this project. Zane Dunnam, County Engineer, 254/757-5028 will be the Owner's Representative and will be responsible for the final inspection and acceptance.

Liability and Indemnification

Contractor agrees and understands that neither it, nor its employees, contractors, or subcontractors, shall be deemed employees of the Owner, and that Contractor is an independent contractor for all purposes. Furthermore, Contractor agrees to and shall indemnify and hold harmless the Owner, its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees for injury, sickness or death to any person, or for any damage to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by the negligent acts or omissions of the Contractor, a contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such injuries, death or damages are caused by the parties/persons indemnified hereunder.

Confidentiality

All information disclosed by McLennan County to successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly confidential.

Addenda

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in McLennan County Purchasing Agent. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal and will also be available on the McLennan County website.

Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by McLennan County Purchasing Agent.

This proposal represents to the best of our ability, the goods, services and estimated quantities that McLennan County will need over the contract period, but with our best efforts, we realize that some items may be omitted or some estimated quantities might be incorrect. If additional goods or services or a change in quantity of goods or services that fits the scope of the original bid/proposal comes up during the contract period or any extension thereof, the Purchasing Department will request a quote from the contract holder and include this change as part of the contract.

Assignment

The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of McLennan County Commissioners.

Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in McLennan County, Texas.

Submittal of Confidential Material

Any material that is to be considered as confidential in nature must be clearly

marked as such by the proposer and will be treated as confidential by McLennan County.

Minimum Standards for Responsible Prospective Proposers:

A prospective vendor must affirmatively demonstrate their responsibility. A prospective vendor must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

McLennan County may request representation and other information sufficient to determine vendor's ability to meet these minimum standards listed above.

Successful Vendor Shall

Successful vendor shall defend, indemnify and save harmless McLennan County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendors shall pay any judgment with cost which may be obtained against McLennan County growing out of such injury or damages.

REQUIRMENTS

A. RFP Requirements:

- 1) Complete Proposal Forms – Signed
CIQ Form
Certification Required by Texas Government Code Section 2252.151
Certification Required by Texas Government Code Section 2270.001
- 2) O & M Proposal Form
- 3) Bid Bond (A Performance Bond will be required after award and before work is performed)
- 4) List of subcontractors (if any)
- 5) List of machinery to be utilized (include make and model)
- 6) Ability to begin work within 15 days from Notice to Proceed (NTP)

7) Ability to complete work and submit final invoice by July 31, 2020

B. Work Requirements:

- 1) Work days are Monday through Saturday during hours of 8:00 AM to 8:00 PM.
- 2) Workers must be respectful of property owner and keep gates closed so as to not allow fenced animals to escape.
- 3) Vegetation is to be cut low to the ground with tree stumps removed.
- 4) All excessive vegetation, brush, and trees with a trunk diameter less than 4 inches is to be removed from the upstream slope, downstream slope, service spillway (including the drop inlet and the plunge pool), as well as the emergency spillway control section and exit areas. After removal, a short grass cover is to be established over these areas.
- 5) Woody debris is to be removed from the upstream and downstream slopes and the drop inlet in order to facilitate proper inspection of the dam's condition and assure proper operation of the service spillway.
- 6) Clear the plunge pool and repair (if necessary) to ensure positive drainage.
- 7) Repair areas lacking a vegetative cover along the interior part of the emergency spillway's exterior training berm by reestablishing vegetation in these areas and minimizing livestock and vehicle access.
- 8) Repair erosion from wave-action and livestock along the upstream slope wave berm to minimize further deterioration. Minimize livestock access in this area.
- 9) Fencing is to be removed from the emergency spillway control section and exit. If fencing cannot be removed, both areas are to be cleared free of trees and debris.
- 10) Remove prickly pear cactus along the crest, downstream slope, and emergency spillway control section.
- 11) Repair the low flow valve and restore to operable condition. Operate valve to its full range and ensure it is in good working order and capable of lowering the reservoir in an emergency. **CAUTION** – The low flow valve has likely not been operated in a substantial period. The contract shall submit a plan to the County Engineer on the proposed method to test its functionality without unduly draining the reservoir.
- 12) The missing low flow valve stem and handwheel are to be repaired.
- 13) If the low flow gate is silted in or otherwise nonfunctional, contractor is to submit to the County Engineer an alternate method of lowering the lake be available such as an emergency siphon construction or implementation of high capacity pumps.
- 14) With permission from the property owner, brush is to be piled and burned on site. The ashes are to be buried and the burn site is to be covered with spoils from dig

site. The spoils are to be graded evenly with surrounding terrain and seeded with native grass seed to blend with the surrounding grasses.

- 15) Contractor is to notify County Engineer for final inspection prior to de-mobilization.
- 16) All work completed is to be warranted for 1 year from the date of acceptance letter from County Engineer.
- 17) Contractor shall submit to County Engineer digital pictures taken prior to initiating work and after work is completed to document work product and performance.

Information/Questions

Requests for information regarding scope of services or contractual matters related to this RFP should be directed to:

Zane W. Dunnam, PE, RPLS
McLennan County Engineer
215 North 5th Street, Suite 130
Waco, TX 76701

Phone: 254/757-5028 zane.dunnam@co.mclennan.tx.us

Vendor References

Reference One

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ **Fax:** _____

Email: _____

Contract Period: _____ **Scope of Work:** _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ **Fax:** _____

Email: _____

Contract Period: _____ Scope of Work: _____

Reference Three

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____

Email: _____

Contract Period: _____ Scope of Work: _____

The undersigned affirms that they are duly authorized to execute this proposal on behalf of their company and, that this proposal has not been communicated to any other vendor prior to the official opening of this RFP.

Signature: _____ Date: _____

Printed Name: _____

Company: _____

Address: _____

E-mail Address: _____ Phone: _____

**Check the McLennan County web site periodically
for any updates/addenda to our bids/proposals.
<https://www.co.mclennan.tx.us/Bids.aspx>**