



CITY OF HONDO, TEXAS

REQUEST FOR PROPOSAL

FOR

CASTRO AVE. AND F.M. 462 WATER IMPROVEMENTS

PUBLISHED DATE: March 1, 2018

RESPONSE DUE DATE: April 24, 2018

Interested vendors must submit a RESPONSE PACKAGE of one (1) original and three (3) copies, to Miguel Cantu City Secretary, City of Hondo, 1600 Avenue M, Hondo, Texas 78861 no later than 2:00 p.m. on April 24, 2018.

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Advertisement for Request for Proposals

The City of Hondo is accepting Requests for Proposals for the Castro Ave. and F.M. 462 water improvements per the attached requirements and general conditions.

The complete Request for Proposal document package is available at the City's website at: www.hondo-tx.org within the public notices tab.

All times noted represent the prevailing local time for the City of Hondo.

One (1) original and three (3) copies of the proposal must be submitted no later than 2:00 p.m. on April 24, 2018. The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Hondo
Attn: Miguel Cantu, City Secretary
1600 Avenue M
Hondo, TX 78861

RFP: Castro Ave. and F.M. 462 water improvements

Questions from vendors must be submitted in writing to William "Buddy" Stewart, Water Superintendent at wstewart@hondo-tx.org no later than 12:00 p.m. on March 30, 2018.

No oral explanation in regard to the meaning of the specifications will be made before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

William "Buddy" Stewart, Water
Superintendent
Email: wstewart@hondo-tx.org

The deadline for receipt of written questions shall be no later than 12:00 PM (Noon) on Friday, March 30, 2018.

The City of Hondo reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Hondo.

Request for Proposals Acknowledgement and Anti-Collusion Certification

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this proposal and (ii) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Hondo City Council or any employees or agents of the City with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print or Type Signatory Name

Address

Position / Title

City / State

Zip Code

Phone Number

Fax Number

E-Mail

Web Page

Section 1 – Instructions for Submission of Proposal

Section 1.1 General Conditions

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

Section 1.2 Bid Time

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the City of Hondo on or before April 24 at 2:00 p.m. (local prevailing time). Proposals received after the time stated above will be considered ineligible and returned unopened.

All attached proposal documents are to be returned completely filled out, totaled and signed. Envelopes containing proposals must be *sealed*.

Section 1.3 Late Submission

The City will not receive/accept any late proposal submissions after the due date and time.

Section 1.4 Preparation of Offers

Proposal forms should be typed, printed or written in blue ink. Proposals written in pencil will not be considered for an award.

Section 1.5 Withdrawing Bids/Proposals/Quotes

Proposals may be withdrawn any time prior to the official opening; request for non-consideration of proposals must be made in writing to the City Secretary and received prior to the time set for opening proposals. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Section 1.6 Irregular Bids/Proposals/ Quotes

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of Hondo reserves the right to waive any irregularities and make the award in the best interest of the City.

Section 1.7 Addenda to Solicitation

If necessary, the City may modify this solicitation by formal written addendum, which is posted within the City's website. Respondents shall acknowledge by completing addendum form provided by the City. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal addendum to this solicitation shall be binding on the City.

Section 1.8 Rejection/Disqualification

The City reserves the right to accept or reject any or all proposals or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the City. A failure to provide any requested information may result in rejection of the submitted proposal, in whole or in part, at the City's sole discretion. However, the City reserves the right to request additional or clarifying information from a Bidder after a proposal has been submitted. Such information may be used to further evaluate the Bidder's proposal.

Section 1.9 Solicitation Costs

All costs incurred by the Bidder in the preparation, printing, demonstration or negotiation of its proposal shall be borne by the Bidder. This solicitation does not obligate or commit the City to pay any costs incurred in the preparation and submission of this request for proposals or to contract for the goods/services specified. Further, the City is not obligated to pay any costs incurred by any Bidder as a direct result of errors or omissions committed by the City employees or agents in the preparation of this solicitation and the processing of the Bidder's proposal. It is incumbent upon each Bidder submitting a proposal to verify the accuracy of the information herein contained based upon each Bidder's research and information, and to immediately advise the City of any discrepancies.

Section 1.10 Award of Bid

The bid award will be made within ninety (90) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Hondo reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted proposal documents are subject to the Texas Public Information ACT and shall not be available for inspection until after the award has been made by City Council. Requests for this information must be submitted in writing to the City Secretary.

Section 1.11 Assignment

The successful bidder shall not assign his/her rights and duties under an award without the written consent of the City of Hondo City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

Section 1.12 Substitutions/Exceptions

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of bid without prior written approval of the City Manager or their designee.

Section 1.13 Tax Exemption

Unless otherwise noted, the City is exempt from all, and shall not pay or reimburse the proposer with respect to any local, state, and federal taxes.

Section 1.14 Prohibition against Personal Financial Interest in Contracts

No employee of the City of Hondo shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City.

Section 1.15 Disclosure of Interest

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods or services with the City of Hondo must file a completed conflict of interest questionnaire. This conflict of interest questionnaire must be filed in conjunction with the proposal submittal.

Section 1.16 Non-Performance/Termination

Continuing non-performance of the vendor in terms of Specifications set forth in the contract documents shall be a basis for the termination of the contract by the City. The City of Hondo reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) Meet delivery schedules or, 2) Otherwise not perform in accordance with the Specifications set forth in the contract documents. Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

City may terminate or suspend performance of this agreement at any time upon 30 day written notice to Firm/Contractor or until a successor has been appointed.

Section 1.17 Attorney Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

Section 1.18 Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Medina County, Texas.

Section 1.19 Sovereign Immunity

Nothing in the Contract is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas State law including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the City retains such privileges.

Section 1.20 Representation of Proposer

By submitting its proposal, Proposer represents that:

- a) Proposer has read and understands this solicitation;**
- b) Proposer's proposal is made in accordance with this solicitation;**
- c) Proposer's proposal is based upon the information set forth in this solicitation.**

Section 1.21 Equal Opportunity

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

Section 1.22 Final Agreement

The final contract agreement with the successful proposer(s) will contain, at a minimum, the following stipulation:

The contractor to provide all services and equipment necessary for the Castro Ave. and F.M. 462 water improvements.

Section 1.23 Evaluation Criteria

Proposals shall be evaluated based on the quality of information provided in Section 3. Proposers are required to bid on all requirements needed to provide the Castro Ave. and F.M. 462 water improvements.

Proposals should be prepared in sufficient detail to permit City staff to evaluate the Proposer's understanding of the Scope of Services. The Proposal submitted must be specific and complete. Proposals will be all-inclusive; they should be practical; prepared simply and economically; and provide a straightforward, concise delineation of how the Proposer will satisfactorily perform the services being sought. Further, the proposal should contain, as a minimum the following items:

- a) Schedules and timelines.
- b) Names of subcontractors and the services they will provide
- c) Name(s) of management personnel who will manage assigned crews.

Section 2 – Project Background

Section 2.1 Introduction

The City of Hondo requests proposals for the Castro Ave. and F.M. 462 water improvements. The City intends to install approximately 4,700 linear feet of 6" water line north on Castro Ave. from the Nature Trail Park to F.M. 462 then west on F.M. 462 to County Road 4302. These improvements include approximately 200 linear feet of 6" HDPE (directional drilling) and connecting two existing services.

Section 2.2 Services to be Provided

The City seeks construction services that meet the specifications listed in Attachment A. Bidders should provide the lump sum cost for the following options:

- Option #1: The cost to complete all water improvements as specified in Attachment A;
- Option #2: The cost to install approximately 200 linear feet of 6" HDPE (directional drilling) as specified in Attachment A;
- Option#3: The cost to install the water improvements from Castro Ave. at the Nature Trail to the service on F.M. 462 as specified in Attachment A.

The City shall accept or reject the quote based on the best value to the City.

Section 3 Proposal Organization and Format

Section 3.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11 – inch paper bound securely. Proposals must contain and be organized as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFP

- Tab 1: Table of Contents
- Tab 2: Introductory letter, to include the name of firm and contact information for the primary City contact with the firm.

- **Tab 3: Company/Individual biography and other information:** provide a brief company/individual history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Proposers may also provide any other general information that the Proposer believes is appropriate to assist the City in its evaluation.
- **Tab 4: Experience, Past Performance, and Capacity:** Proposers must submit under this tab a concise description of their experience, past performance and capacity to deliver the proposed services.
- **Tab 5: Operations Plan:** Describe in detail your proposed plan. Include hours of operation, days of operation, proposed fees, number of employees, job functions. Be sure to include the major programs or services you intend to provide.
- **Tab 6: Litigation:** Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Proposer, including its parent, sister or subsidiary companies and proposed sub-contractors.

Section 4 – Insurance Requirements

Section 4.1 Insurance

Contractors providing goods, materials and services for the City of Hondo shall, during the term of the contract with the City of Hondo or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City of Hondo as additional insured as to all applicable coverage with the exception of workers compensation insurance.**
- 2. Provide for at least thirty (30) days prior written notice to the City of Hondo for cancellation, non-renewal, or material change of the insurance.**
- 3. Provide for a waiver of subrogation against the City of Hondo for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.**

Section 4.2 Insurance Company Qualifications

Insurance Company Qualifications; All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Section 4.3 Certificate of Insurance

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the response to proposal. If the contract is renewed or extended by the City of Hondo, a certificate of insurance shall also be provided to the City of Hondo prior to the date the contract is renewed or extended.

Section 4.4 Amount of Insurance

Statutory workers compensation insurance covering all employees per the state statutory requirement.

Liability Insurance.

- **Employer's Liability Insurance minimum amount of \$100,000;**
- **Comprehensive General Liability and Bodily Injury & Property Damage \$1,000,000 (per occurrence and aggregate); and**
- **Business Automobile Liability covering owned vehicles, rented and not-owned vehicles and employee non-ownership Bodily Injury Property Damage \$1,000,000 (per occurrence and aggregate).**

Section 5 – Bond Requirements

A corporate surety duly authorized and admitted to do business in the State of Texas must issue the bonds. Bonds are required in the following amounts:

- **Payment Bond is required in the total amount of the contract.**
- **Maintenance Bond for a minimum time period of one year.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

Adopted 06/29/2007

ATTACHMENT A

I. GENERAL

- A. Contractor shall (except as otherwise provided for in the Specifications) furnish the materials, supplies, labor, equipment and perform the Services for the Castro Ave. and F.M. 462 water improvements.
- B. All materials which are removed or which are subject to being removed from various locations under the scope of this Agreement shall become the property of the Contractor at the time the materials are first handled by Contractor in connection with said Services.

II. SPECIFICATIONS

1.0 SCOPE

- 1.1 See Appendix 1 for the construction drawings for the Castro Ave. and F.M. 462 water improvements.
- 1.2 See Appendix 2 for the Project Specifications for the Castro Ave. and F.M. 462 Water Improvements Project.

2.0 WORKING CONDITIONS

- 2.1 Safety. All work shall be performed in accordance with established safety practices. The Contractor shall be solely and completely responsible for conditions on the jobsite, including the safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. The City of Hondo's evaluation of Contractor's performance is intended to include review of the adequacy of the Contractor's safety measures in, on or near the work site. The Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and general public, and to guard against interfering with the normal operation of the City of Hondo facilities. Contractor shall meet all training and certification requirements outlined in OSHA 1910.269.
- 2.2 Service Interruption. In the event of a service interruption to a customer caused by a Contractor's crew in the performance of work, said crew shall immediately notify Water Superintendent, giving location and nature of trouble.
- 2.3 Work Week. Contractor shall work between Mondays through Fridays, unless otherwise approved by the City of Hondo. Contractor shall be allowed to work four day work weeks.
- 2.4 Holidays. The City of Hondo observes eleven (11) holidays annually. When a City of Hondo holiday does not coincide with Contractor's holiday, Contractor personnel will not work that day, unless otherwise approved by the City of Hondo.

ATTACHMENT A

2.5 Display of Contractor Name/Logo. Contractor's personnel shall display Company name and/or logo on uniform shirt while on the work site at all times. Contractor vehicles shall be distinctively marked with the Company name and/or logo so as to be visible to the public (see Sec. 4.1). Supervisory personnel shall carry any identification badges/information as may be supplied by City of Hondo.

3.0 CREW PERSONNEL REQUIREMENTS

3.1 Staffing. The Contractor shall maintain the proper staffing of all crews to perform the Services. Crews shall be qualified for the work performed and equipment/vehicle used.

3.2 Foreman. Each crew shall be supervised by a qualified foreman.

4.0 EQUIPMENT AND TOOL REQUIREMENTS

4.1 Identification. Each piece of equipment shall be individually and uniquely marked, sides and rear, with a Company identifying emblem and number visible from a distance of 100 feet.

4.2 Rental of Specialized Equipment. If it becomes necessary that the Company rent specialized equipment at the request of the City of Hondo while performing approved/authorized Services, the City of Hondo will reimburse Company for expenses incurred at actual cost provided Company furnishes the City of Hondo with the receipts verifying the actual cost.

5.0 REPORTING

Contractor shall provide weekly reports to the City of Hondo. Reports shall note progress and projected work areas for the upcoming week.

6.0 INVOICING

Contractor may request to invoice on a monthly basis. The Contractor shall indicate the area and a percentage of the work completed for the monthly invoice when submitting an invoice. A 5% retainage shall be held for all payments until all work has been accepted by the City.