

CITY OF MANVEL
REQUEST FOR PROPOSAL (RFP)
RFP#FY2022-04
MAVERICK WATER PLANT
IMPROVEMENTS

Important Dates

RFP Issue Date:	11/22/2022
RFP Publication Dates:	11/27, 12/04, and 12/11
Pre-Proposal Conference:	10:00 AM on 12/15/2022
Pre-Proposal Site Visit:	11:00 AM on 12/15/2022
Questions Deadline:	5:00 PM on 12/21/2022
Proposal Deadline:	10:00 AM on 01/12/2023

INTRODUCTION

The City of Manvel is requesting proposals from qualified firms to provide improvement services necessary for Maverick Water Plant. Sealed submittals, plainly marked “**RFP #FY2022-04**” shall be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 10:00 AM local time on January 12, 2023 at the City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. A list of firms submitting proposals will be available the following business day by contacting Adewale (Wale) Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075.

Copies of this Request for Proposal may be obtained at City Hall, 20025 Highway 6, Manvel, Texas 77578, by emailing Wale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075, or at the City’s website found at www.cityofmanvel.com.

The City of Manvel does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Manvel should be directed to: Wale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075.

The written proposal documents supersede any verbal or written prior communications between the parties.

CONTINUE BELOW FOR THE COMPLETE REQUEST FOR PROPOSAL DOCUMENT.

The City of Manvel reserves the right to reject any or all submittals, to waive technical or legal deficiencies and to accept any submittal that it may deem to be in the best interest of the City.

TABLE OF CONTENTS

SECTION 1	ADMINISTRATIVE INFORMATION	3
SECTION 2	PURPOSE	3
SECTION 3	PRE-PROPOSAL	3
SECTION 4	OBJECTIVE	5
SECTION 5	EVALUATION	7
SECTION 6	EVALUATION CRITERIA	7
SECTION 7	PROPOSAL SUBMISSION	7
SECTION 8	MINIMUM REQUIREMENTS	10
SECTION 9	SCOPE OF WORK	10
SECTION 10	AWARD	11

SECTION 1. ADMINISTRATIVE INFORMATION

A. City Contacts - For all questions, please contact via email:

Wale Taiwo
Capital Projects Manager
20025 Highway 6
Manvel, Texas 77578
Adewale.Taiwo@cityofmanvel.com

B. Agreement Form

The contracting document shall be the City of Manvel's standard agreement form. A sample copy may be obtained from the City through the city contact listed above.

SECTION 2. PURPOSE

The City of Manvel is soliciting competitive sealed proposals for the Maverick Water Plant Improvements.

SECTION 3. PRE-PROPOSAL

A. Pre-proposal Conference Date and Location:

A **mandatory** pre-proposal conference is scheduled for 10:00 AM December 15, 2022 at the City of Manvel City Hall, 20031 Morris Avenue, Manvel, Texas 77578. All firms submitting proposals are **required to attend**. During the course of this pre-proposal conference, the City will answer questions from attendees. It is the responsibility of each Proposer to examine the entire RFP and seek any necessary clarifications (inquiries).

This RFP may only be modified by written addendum. Any revisions to be incorporated into this RFP arising from discussions before, during, and subsequent to the pre-proposal conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Proposer(s) shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent or employee of the City shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer. Verbal responses will not otherwise alter the RFP and terms and conditions as stated herein.

The City shall issue, in writing, any clarification, changes and/or other information deemed necessary, as addenda to this RFP. Addenda shall only be issued to providers who have signed the pre-proposal conference attendance log.

If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each known Proposer and posted on the City's website. It is the responsibility of each Proposer to check the website for addendums. Any verbal statements

regarding same, by any person, previous to the award, shall not be authoritative and will not be binding. Addenda issued prior to date of receipt of Proposals shall become a part of the Contract, and all proposals shall include the Work described in the addendum.

B. Pre-proposal Site Visits:

A pre-proposal site visit is scheduled starting at 11:00 AM on December 15, 2022. The pre-proposal site visit will start following the pre-proposal conference. If the pre-proposal conference is completed before 11:00 AM then the site visit shall commence before 11:00 AM. The pre-proposal site visit shall begin Manvel High School located at 19601 Hwy 6, Manvel, TX 77578.

All Firms submitting proposals on this project shall ensure that they conduct a thorough and detailed field investigation of each facility during the site visit so that they understand the existing field and site conditions, including, but not limited to, understanding existing water well pump, booster pumps, all associated instrumentation, motor starters or MCCs, utilities coordination, space for control panel installations, and space for field instrumentation installation and routing field wiring, and associated civil site work and repainting work.

The purpose of the pre-proposal site visits is for the proposing firms to understand the existing site conditions. The pre-proposal site visits are not intended to be a verbal question and answer session. Any information provided by the City during the site visits shall not alter the requirements of this RFP document. In order to receive a formal answer the proposing firms shall provide written questions to the City in accordance with the following provisions.

C. Pre-proposal Questions

1. Please email any written questions with the RFP number regarding proposals to Wale Taiwo at adewale.taiwo@cityofmanvel.com or by calling (832) 336-4075, no later than 5:00PM on December 21, 2022.

2. Any questions arising from the pre-proposal site visits shall be directed to the City no later than four (4) business days after the conclusion of the site visits. The City shall attempt to provide written responses to these questions within one (1) business day after the questions are received. Questions and responses shall be provided to all firms attending the pre-proposal site visits.

3. Proposers should not attempt to question or contact the City Council or other staff directly during the pre-proposal or post proposal period. The City reserves the right to disqualify any Proposer who contacts an elected City official, City employee or agent concerning this RFP, other than in accordance with the procedures set forth in this RFP. Nothing in this section shall prohibit the City from conducting discussions with Proposers, after the opening of proposals.

SECTION 4. OBJECTIVE

The City of Manvel hereby requests Proposals from qualified firms for: *Maverick Water Plant Improvements project*. This submission will assist the City in selecting a firm qualified to provide services as described in this RFP.

The City needs sufficient information to determine that selected firms are adequately staffed and can demonstrate they are capable of providing the integration and implementation services described in this document. Qualified firms will have broad expertise in *the bidding, construction, startup and commissioning, and project closeout of water supply plants and water well and booster pump stations; specially in the installation of pumps and motors, water lines, utility coordination, and associated structural, electrical and instrumentation and controls improvements.*

Partnering and/or teaming is not permitted as part of this proposal.

A. City of Manvel shall not provide any compensation for work done in preparation of this proposal submittal and subsequent interviews.

B. One (1) unbound original (designated as the original), four (4) bound copies, and one (1) electronic version via email of your proposal should be submitted. All copies of the proposal must be identical. The original proposal must be signed in ink by a company official who has authorization to commit company resources and execute construction work.

C. Sole responsibility rests with the Proposing Firm to ensure that their proposal(s) are received on time at the above stated location.

D. Proposals submitted by alternate means other than those specified in this solicitation shall be rejected. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the City receives a proposal through such alternate means, the City does not assume any burden or liability to notify the Proposing Firm that the proposal has been rejected.

E. Proposing Firms are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the City deeming the Proposer's submittal as non-responsive. Proposing firms are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposing Firm.

Please note that it is the Proposing Firm's responsibility to confirm with the City that the Proposing Firm is on record as having received a copy of this RFP. In each case of formal questions, the City will determine whether a response is appropriate or necessary.

F. Between the date of the issuance of the RFP and the date of the final contract award by the City of Manvel, individuals, firms and businesses seeking an award of the Contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without express written permission

from the City of Manvel official named in the RFP. Violations will be reviewed by the City of Manvel and if determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award of Contract. This process is to ensure that all Proposing Firms have the same level of knowledge relative to the RFP, as well as to ensure any additional data is made available to all Proposing Firms.

G. Submitted proposals and all documentation regarding the proposals shall not be made available to the public until such time that an official action has been taken by the City of Manvel to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP shall automatically become property of the City of Manvel when received.

H. All applicable State of Texas and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Proposing Firms and services and are incorporated herein by reference. The Contract with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Contract, shall be interpreted in all respects in accordance with the Charter and Code of City of Manvel and the laws of the State of Texas.

I. The Contract shall be awarded to the Proposing Firm whose proposal is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in this RFP.

SECTION 5. EVALUATION

The City will review the responses and recommend the best qualified Proposer to the City Council of the City of Manvel for selection. Proposers shall be evaluated on the relevant information submitted to the City of Manvel. The City of Manvel reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

SECTION 6. EVALUATION CRITERIA

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria and their description, and the relative weight assigned to each (100 points maximum).

The following shall be the selection criteria and weighted values for each criteria and the City shall review, grade, supply weight to each criteria and select a firm from these:

	Criteria Weighting
1. Cost/time frame for the project (<i>Civil works projects must be weighed 50% to price</i>)	50%
2. Distance from the City (max allowable 220 miles).	10%
3. Availability of Technical Staff and field personnel, including availability of staff during week, weekends, holidays and after storm events.	10%
4. Details of prior experience and similar projects	20%
5. References from previous clients on similar projects as this (minimum 5 project), including contact names, numbers and projects.	10%

SECTION 7 PROPOSAL SUBMISSION

A. Proposal Submission

1. Proposer’s response shall be a proposal to complete the Scope of Work, as stated herein. Proposer shall provide a narrative that shows how Proposer has the commitment, manpower/resources, experience, and ability to perform the necessary services.
2. Proposer’s response shall list relevant projects and similar work that Proposing Firm has directly undertaken.
3. The submission shall include: one (1) unbound original (designated as the original), four (4) bound copies, and one (1) electronic version of your proposal. All copies of the proposal must be identical. The original proposal must be signed in ink by a company official who has authorization to commit company resources and execute construction work.

4. Proposal shall include a cover letter containing: (i) company name, contact name, address, phone number and email address; and (ii) acknowledgement of receipt of all addenda, if any.

B. Other Items

1. A minimum of three referrals and references from other governmental agencies and owners. If possible, references should be from projects listed above.

2. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project within past 10 years.

3. All suppliers must submit with their proposal a Responder's bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Failure to submit a bond with the proper rating, which is set forth below, will result in the proposal being deemed non-responsive. In case of the Proposer's refusal or failure to enter into a contract within sixty (60) calendar days after award, the Proposer will be considered to have abandoned all Proposers rights and interests in the award, the Proposer's proposal surety may be declared forfeited to the City and the award may then be made to the next best qualified Proposer or the Work re-advertised for proposals as the City may elect.

4. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed and authorized to do business in the State of Texas. The Responder's bond, payment bond, and performance bond must have an A.M. Best rating of A-10 or higher.

5. Proposer shall include any relevant documentation that Proposer is licensed to provide the requested services in the State of Texas.

6. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

7. The Proposer may also provide supplemental marketing or technical materials with their proposal.

8. Proposals shall include the required information and shall be labeled by chapter as indicated herein.

9. A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the City Manager, in writing, of its intentions.

10. If a change in the proposal is requested, the modification shall be so worded by the Proposer as to not reveal the original amount of the proposal.

11. Modified and withdrawn proposals may be resubmitted to the City Manager up to the time and date set for the receipt of proposals.

12. All proposals received on time, shall be accepted. All late proposals shall be returned, upon request from the Proposer, unopened.

13. All required signatures shall be manual, in ink, by an Authorized Representative of the Proposer who has legal authority to bind the Proposer in contractual obligations.

14. Proposals shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by an Authorized Representative of the Proposer.

15. By submitting a proposal in response to this RFP, the Proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Failure to make such examination shall be at the Proposer's own risk. The City assumes no responsibility for Proposer's failure to examine all documents that make up this RFP.

16. Proposers shall examine the City including the streets, alleys, overhead trees, wires and such other physical conditions and requirements to be encountered in the Work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the Proposer's sole risk.

17. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any Proposer from any obligations with respect to its proposal or to the Contract.

18. Venue: Any Contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Manvel, Texas, and venue for any action related to this Contract will be Brazoria County, Texas.

19. Warranties and Service: The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this RFP or any Contract awarded from this RFP except as expressly authorized, in writing by the City, granting the waiver.

20. Assignment: The Work, or any part thereof, to be provided under this RFP, shall not be assignable by the successful proposer, without the express written permission of the City.

SECTION 8. MINIMUM REQUIREMENTS

A. Contractor shall have Master Plumber license and Master Electrician license for registration with the City.

B. Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at www.ethics.state.tx.us. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Intentional or unintentional concealment a conflict of interest may result in disqualification of any response to a solicitation. The Proposer shall complete a Non-Collusion Acknowledgement.

SECTION 9. SCOPE OF WORK

The Scope of Work and specifications (upon which this RFP is based) are attached as Exhibit A. The City can allow changes/substitutions to the scope and named equipment stated therein, for good cause shown e.g. not available or backordered and there is a similar part of like kind and quality.

SECTION 10. AWARD

A. Award of Contract

The award of the Contract shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth herein. In considering the proposal(s), the City reserves the right to select the Proposer who will offer contractual terms and conditions most favorable to the City.

B. All proposals shall be valid for a minimum of one hundred eighty (180) days from the Proposal due date.

C. Decision

The decision for the award of the contract is anticipated to be made by January 26, 2023.

D. All proposals submitted in accordance with the requirements of this RFP shall be considered offers to Contract based on the terms contained in the proposals, this RFP, and at the price offered by the successful Proposer. When the City awards a Contract to the successful Proposer, it will constitute an acceptance of that offer and a Contract between the City and the successful Proposer shall be negotiated to include the terms of this RFP. Requirements stated in the RFP shall become part of any Contract with the successful Proposer resulting from this RFP, and any deviations from these requirements shall be specifically defined by the Proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The City, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective Proposers, as needed.

E. Reservations

The City expressly reserves the right to the following:

- 1) Waive any defect, irregularity or informality in any proposal;
- 2) Reject or cancel any or all proposals;
- 3) Receive proposals from one or more Proposers; and/or;
- 4) Procure services by other means.

F. Notification. Companies submitting a proposal will be notified via email within 24 hours of the decision. Award notification will be also be posted after award on the City of Manvel website, www.cityofmanvel.com.

We look forward to your proposal and appreciate your interest in The City of Manvel.

EXHIBIT A
SCOPE OF WORK

Scope of Work

The Project includes constructing the Work broadly described below, in accordance with the Contract Documents, with all related appurtenances. Work shown on the Drawings, or indicated in the Specifications, or indicated elsewhere in the Contract Documents is part of the Work, regardless of whether indicated below. The Work includes, but is not limited to, the following:

- 1. Mobilization and demobilization.*
- 2. Stormwater pollution prevention and erosion control, including installation, removal and maintenance, and all associated incidentals.*
- 3. Site work including site preparation, grading, drainage, site restoration including sodding and related work, and all associated incidentals, as shown on Drawings and Specifications.*
- 4. Demolition and proper disposal of items called for in Site Demolition Plan including but not limited to removal of the (1) 200 gpm existing water well pump, motor, fittings and associated appurtenances that are identified for removal; removal of existing (2) 200 gpm booster pumps, their motors, piping, valves, fittings and associated appurtenances that are identified for removal; demolition and disposal of existing electrical main Plant control panel and conduits; demolition and disposal of identified electrical and instrumentations and controls equipment, as shown on Drawings and Specifications.*
- 5. Perform flow test of the existing water well pump and perform CCTV or video camera inspection of the interior of the well casing and screen, and provide report of the condition of the casing, and related work; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*
- 6. Installation of (1) proposed 400 gpm well pump and motor; replace the vent and sample tap; and all associated fittings and appurtenances; including testing, startup and commission, and related work; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*
- 7. Installation of (3) proposed 400 gpm booster pumps and motors and all associated piping, valves, fittings and appurtenances; including testing, startup and commission, and related work; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*
- 8. Provision of new overhead electrical service and below ground natural gas services to the Maverick Water Plant Site to Bluewater Lakes Subdivision. The provider will be CenterPoint Energy. Connection of new electrical overhead service to a new service disconnect, weatherhead and meter socket, connection to the existing Maverick Water Plant MCC and expansion of existing MCC mounted on a new concrete pad; and all associated conduits, wiring, supports and appurtenances; including testing, startup and commission.*
- 9. Installation of (1) new 200 kW emergency natural gas generator, as shown on Drawings and Specifications.*

10. *Installation of new automatic transfer switch, and sound enclosures, connection to the existing Maverick Water Plant MCC; and all associated appurtenances; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*
11. *Construction of proposed 6-inch reinforced concrete pad for booster pumps, including doweling, rebars, other related materials, appurtenances, and labor, as shown on Drawings and Specifications.*
12. *Construction of proposed 6-inch reinforced concrete pad for MCC extension, including doweling, rebars, other related materials, appurtenances, and labor, as shown on Drawings and Specifications.*
13. *Construction of proposed 12-inch reinforced concrete pad for natural gas generator, including doweling, rebars, cement stabilized sand, other related materials, appurtenances, and labor as shown on Drawings and Specifications.*
14. *Construction of expansion of existing concrete slab to the south side and east side of fence lines of the Plant, including doweling, rebars, other related materials, appurtenances, and labor, as shown on Drawings and Specifications.*
15. *Construction of proposed supports for overhead electrical conduits from the proposed generator to the MCC building, including drilled pier foundation with rebars, structural steel posts, other related materials, appurtenances, and labor as shown on Drawings and Specifications.*
16. *Extension of the chainlink fence; removal and repurposing/relocation of the existing double swing gate as separate single swing gates as shown on Drawings; installation of a new motorized rolling/slide gate with remote controller access (Gate manufacturer: Master Hallo and Remote manufacturer: Click2Enter (C2E-1.V4)); and all associated appurtenances; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*
17. *Repainting of all existing process piping and hydropneumatic tank, valves, fittings and appurtenances, per Owner selected paint shade (Tnemec - Commercial and Industrial Paint Coatings; RAL No. 11SF True Blue); including materials, appurtenances, labor, installation and testing.*
18. *(Add alternate, if approved by the City). Work involved to connect Maverick Water Plant to the City's water distribution system at Bluewater Lakes Subdivision: Installation of proposed 8" PVC pipe and segments of 8" PVC pipe installed in 14" steel casing, including all associated fire hydrants, valves, appurtenances, and related work; including materials, appurtenances, labor, installation, testing, startup and commission, as shown on Drawings and Specifications.*

Site Visits:

1. After award of Contract and before commencing design work, Contractor shall perform site visits to supplement the pre-proposal site visits. All site visits shall be coordinated with the City of Manvel who will coordinate with Alvin ISD (Manvel High School). The City may choose to provide unescorted access to the Contractor at the City's discretion.
2. Contractor shall perform any number of site visits as are needed to assist their design and construction work.