



The City of El Lago

REQUEST FOR PROPOSAL

JOB ORDER CONTRACT

For Street Joint & Crack Sealing

Posting Date: **March 6, 2019**

Proposal Due Date: **March 20, 2019 at 4:00 p.m.**

Proposal Point of Contact

Ann Vernon, Mayor Pro Tem

281-615-0832

City of El Lago
411 Tallowood Dr.
El Lago, Texas 77586

INTRODUCTION

The City of El Lago is located off Nasa Parkway between the City of Seabrook Texas and Taylor Lake Village, Texas and is bordered by Clear Lake and Taylor Lake. Primarily a bedroom community of 2,740 residents (per the 2010 census), the city boasts an approximate 1/4 mile of commercial corridor on Nasa Parkway. The city has a total area of .7 square miles and approximately 10 linear miles of roadways.

INVITATION FOR PROPOSAL

The City of El Lago invites and welcomes your proposal for street joint and crack sealing. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time as specified below under Submission Deadline.

Bidders should note that any and all work intended to be subcontracted as part of the bid submittal must be accompanied by background materials and references for proposed subcontractor's) – no exceptions.

POINT OF CONTACT

All questions or concerns regarding this Request for Proposal should be directed to the following:

Ann Vernon
Mayor Pro Tem
City of El Lago, Texas, 77586
E-mail: avernon@ellago-tx.gov
Cellular – 281-615-0832

PROJECT DESCRIPTION

The City of El Lago is seeking to award a contract for current and ongoing joint and crack cleaning and sealing on various streets and sidewalks within the City of El Lago. Proposals are being requested for the example scenarios as provided in the SCOPE OF WORK below. While these scenarios include some of the current work to be performed in an initial project, it is not inclusive of all work, but rather a sampling for comparison purposes. An initial project for current street joint and crack sealing and all future projects as needed from time to time will be granted to the awarded contractor until such time as:

- 1) the City is notified by the vendor that the awarded vendor's costs, terms or conditions are no longer valid;
- 2) the City of El Lago re-issues a Request for Proposal for joint and crack sealing; or
- 3) the base term for the contract of a two-year period of time, and annual contract renewal for not more than 3 additional years, has passed.

OBJECTIVE

The objective for this Request for Proposal is to select a contractor to perform current and ongoing street joint and crack cleaning and sealing services as needed and directed by the City of El Lago.

SCOPE OF WORK

Submit a proposal for street joint and/or crack sealing in the following sampling of work, to be performed in the City of El Lago on street infrastructure as listed below. Each proposal shall consist of pricing, a description of work to be performed, description of materials to be used, listed **per line** as designated below; and shall be inclusive covering all labor, materials, components, clean-up and trash removal. Be sure to include any additional unspecified information such as price breakpoints or alternative products for consideration.

LINE #	DESCRIPTION
1	Clean, fill and seal 7,000 linear feet of concrete cracks which are 0 to ¼ inch in width
2	Clean, fill and seal 3,000 linear feet of concrete cracks which are ¼ to 1 inch in width
3	Clean, fill and seal 3,000 linear feet of concrete panel joints which are 1 to 2 inches in width

CONTRACT TERM

The base term for the contract will be for a two-year period of time and the City may renew the contract annually for not more than 3 additional years, subject to the City’s right to terminate as described herein.

PROPOSAL CRITERIA

SUBMITTAL DEADLINE

All proposals shall be submitted in the designated manner by **4 p.m. on March 20, 2019**.

SUBMISSION METHODS

Please do NOT mail your proposal through the US postal system. Proposals may be submitted in the following manner:

Electronically

Proposals submitted electronically must be in a pdf format and sent to the following email address:

avernon@ellago-tx.gov

Physically

Proposals submitted physically in hard copy, must have seven (7) copies included and be delivered to:

The City of El Lago
Attention: Ann Vernon, Mayor Pro Tem

411 Tallowood Drive
El Lago, Texas 77586

FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

- Company name
- Company address
- Company *Point of Contact* information
- W-9 IRS Form (copy attached to this RFP)
- Evidence of legal authority to conduct business in Texas (e.g. business license number)
- Brief description of the company, including establishment date, size and range of services offered
- 3 professional recommendations for the company
- Summary of timeline for which the work can to be completed, including required period of notification
- A detailed description listed per line number of all work to be performed inclusive of a complete listing of crack or joint widths and lengths, along with the appropriate sealing method to be used for each summary of work, description and quantity of all materials to be used, labor, clean-up, trash removal, pricing method (e.g. per pound, per foot, etc.) and cost
- Additional unspecified information such as price breakpoints or alternative products for consideration.
- A description of all Terms and Conditions of warranty
- A brief summary of the total cost of the proposal
- A description of Terms and Conditions of warranty, if any, shall also be noted as applicable to the entire scope or listed by line number as applicable for work to be performed

DELIVERY OF GOODS AND SERVICES

Contractor shall state in the RFP the number of days expected to complete the example project from start to finish.

PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are subject to public disclosure under the Texas Public Information Act (Texas Government Code, chapter 552.001) after the solicitation is completed and upon successful contract award.

If a proposal includes proprietary data, trade secrets or information the respondent wishes to exempt from public disclosure, then respondent must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION". To the extent permitted by law, information labeled as such will be used by the City of El Lago only for the purposes related to the or arising out of:

- 1) evaluation of proposals;
- 2) selection of a Respondent pursuant to the RFP process; and
- 3) negotiation and execution of an awarded bid/contract with the selected Respondent.

GENERAL INSTRUCTIONS

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the City of El Lago.

The City will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made unless otherwise expressly stated.

Respondent(s) submit proposals at their own risk or expense. Proposals, which are qualified with conditional clauses, or alterations, or items not called for the RFP documents, or irregularities of any kind, are subject to disqualification by the City.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of your company's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the city's needs.

FAILURE TO COMPLY WITH REQUIREMENTS

If Respondent fails to comply with any requirements contained in this RFP, Respondent's proposal will be considered non-responsive and will be rejected.

AWARDING THE PROPOSAL

The City of El Lago reserves the right to award the bid/proposal for all or any portion of the requirements proposed by reason for this request, or to reject any and all proposals if deemed to be in the best interests of the City and to temporarily or permanently abandon the procurement. If the City awards a bid, it will award the bid to the Respondent, whose proposal is the most advantageous to the City, considering price and evaluation factors set by the City.

The City of El Lago makes no guarantee that an award will be made as a result of the RFP, and reserves the right to reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the city's best interest.

The contract to be entered into with the winning contractor will be governed by the laws and statutes of the State of Texas and all claims, disputes or other matters between the City and the contractor arising in any way out of the contract or the work to be performed thereunder shall be resolved only in the district courts of Harris County, Texas.

PAYMENT AND PERFORMANCE BOND

If a Payment Bond is required of the winning contractor as contained in Tex. Gov't Code Chapter 2253, said bond shall be substantially in the form attached hereto. It shall not be necessary to attach a payment bond to your bid/proposal but one will be required of the winning contractor if required by the Texas Government Code provision described above. Prior to the final award of the contract, the winning contractor shall provide the City with a certificate of worker's compensation insurance coverage for itself and any person providing

any service to the contract as required by Tex. Labor Code Chapters 401 and 406 and provisions of the Texas Government Code, likewise, a performance bond may be required of the winning contractor if required by law, including Tex. Gov't Code Chapter 2269.

CONTRACTOR REGISTRATION

All contractors performing work in the City of El Lago must be registered with the city. This registration is required before the contractor begins any work, it is an annual registration and is due for renewal each January.

To register as a contractor, a *Contractor Registration Form* which can be obtained from the City's website, must be completed and submitted to the El Lago City Secretary. Additionally, a Certificate of Liability with a minimum of \$300,000 coverage and listing the City of El Lago as the Certificate Holder is required. If the registering contractor is an electrician, plumber or irrigation installer, a copy of the valid master license must also be attached. The \$50.00 registration fee is waived for plumbers or contractors solely working for the City on city owned property and/or projects.

ACCEPTANCE OF PRODUCTS AND SERVICES

All products furnished and all services performed under this RFP shall be to the satisfaction of the City and in accordance with the specification, terms and conditions of the RFP. The City reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptance, and fitness of such products or services.

WARRANTIES

All warranties must be in writing, signed by the awarded contractor and submitted to the City of El Lago upon completion of work.

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of El Lago (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 2018, for **REQUEST FOR PROPOSAL FOR ROOF REPAIR AND RELATED WORK AT THE EL LAGO MUNICIPAL COURTS BUILDING**, located at 98 Lakeshore Drive, El Lago, Texas 77586, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or materials in the prosecution of the work under the contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does

