

SOLICITATION NUMBER
RFP #S20-023
SPECIFICATION NUMBER
912-76
April 2020

City of
Leander



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S20-018

REQUEST FOR PROPOSAL
CITY OF LEANDER ROADWAY STRIPING

Responses Due: May 21, 2020

**Purchasing Department
City of Leander
Telephone: 512-528-2792
kwenzel@leandertx.gov**

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.
7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Criteria	Possible Points
Vendor Experience	30
Cost	40
Work Samples	15
References	15
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff

deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

2. Event	Event Date*
RFP Released	April 30, 2020
Deadline for Vendor Questions Submitted to the City of Leander	May 12, 2020 at 5:00 p.m.
Questions and Answers to be posted on the City of Leander website on or before	May 14, 2020
RFP Opened (last day to submit Responses)	May 21, 2020 at 3:00 p.m.
Contract Award Target	No later than June 30, 2020
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

- 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** This work shall consist of furnishing of all labor, material, and equipment, and supervision necessary to perform all of the work required for roadway striping on an "as needed" basis. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this Solicitation.
2. **VENDOR REQUIREMENTS:** All Respondents shall have a minimum of (3) three years' experience in applying the product proposed for use. The Respondent must submit with his/her bid a list of five projects on that which he applied roadway striping. The Respondent shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of roadway striping must be in control of each day's work. The Respondent shall submit a written experience outline of the project superintendent.
3. **WARRANTY:** All Respondents shall also provide a copy of their warranty with their bid. Warranties must at a minimum provide a 12-month warranty on all labor and materials.

PART IV

RESPONSE REQUIREMENTS

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

- (a) **Persons seeking discretionary contracts.**
 - (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
 - (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
- (b) **Disclosure of conflicts of interest by persons appearing before a board or city body.** A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:
 - (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
 - (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of

