

**REQUEST FOR PROPOSALS
CITY OF LYTLE, TEXAS**



**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS – RFP# 2024-01-01**

**PROPOSAL OPENING DATE:
MARCH 1, 2024**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR
CITY OF LYTLE
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS – RFP# 2024-01-01

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**PROPOSAL OPENING DATE:
MARCH 1, 2024**

**REQUEST FOR PROPOSALS – RFP# 2024-01-01
SCHEDULE SUMMARY**

Wednesday	January 31, 2024 The Devine News	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	February 7, 2024 The Devine News	2 nd Legal Advertising for Bid
Wednesday	February 14, 2024	Last day for inquiries and clarifications
Friday	March 1, 2024 10:00 AM City of Lytle City Hall 10:05 AM City of Lytle City Hall	Deadline for Submission of Proposals Opening of Proposals
Monday	March 11, 2024 City of Lytle City Hall and City of Lytle YouTube Page	City Council Meeting Award of Bid and Contract

Note: This schedule is preliminary and could be modified at the discretion of the City.

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INVITATION TO SUBMIT PROPOSALS

The City of Lytle invites the submission of proposals from experienced, construction management and inspection companies and/or individuals to provide construction management and inspection services for Street and Utility projects and other projects as necessary. The City will select one respondent to provide these services for the City. The city is seeking an agreement for a two-year period with an option to renew for an additional two-year term.

THE CITY OF LYTLE CITY SECRETARY MUST RECEIVE THE PROPOSALS NO LATER THAN 10:00 A.M. ON MARCH 1, 2024. NO PROPOSALS ACCEPTED AFTER THE DUE DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

PROPOSALS WILL BE PUBLICLY OPENED AND READ AT THE LYTLE CITY HALL LOCATED AT 14916 MAIN STREET, LYTLE, TEXAS 78052 ON MARCH 1, 2024, AT 10:05 A.M.

Please visit the Lytle web site (<https://www.lytle.tx.org>), to download a copy of the RFP document; or a copy can be obtained in person at Lytle City Hall: 14916 Main Street, Lytle, Texas 78052. Minority and small business vendors or contractors are encouraged to submit proposals on all City of Lytle projects.

All proposals submitted for City consideration must include one (1) original and two (2) copies, be clearly marked on the outside of the sealed envelope with the words “Request for Proposals – RFP# 2024-01-01, City of Lytle Construction Management & Inspection Services, Attention: City Secretary,” and must contain the name of the company submitting the proposal.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of ninety (90) days from the opening date.

1st Advertisement: The Devine News, January 31, 2024

2nd Advertisement: The Devine News, February 7, 2024

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SCOPE OF SERVICES AND SPECIAL CONDITIONS

I. BACKGROUND

The City of Lytle, Texas (“City”) invites the submission of proposals from experienced and qualified Construction Management & Inspection service companies to provide construction oversight and inspection of Street and Utility projects and other projects as necessary. The City will select one respondent to provide construction management & inspections services for the City. Alignment with City’s objectives is the respondent’s primary objective for submitting a proposal.

City’s Objective

- Facilitate construction and completion of street projects and
- Ensure quality assurance, compliance with construction standards, and budget adherence.

Street and Utility projects include but not limited to:

1. Placement of new street paving for Saddle Ridge, Rosewood, and Lytle Farms Subdivisions.
2. Installation of water/wastewater/drainage facilities on projects listed above.

In addition to the current public infrastructure being completed by developers in the above listed subdivisions, the inspection contractor may be asked to provide inspections for other streets, utilities, and/or drainage projects.

Average estimated number of hours per week is approximately 20-30 hours dependent on the construction schedule.

II. SCOPE OF WORK

The City is soliciting proposals for the provision of construction management and inspection services in accordance with the following specifications, requirements and conditions. The proposals shall include the provision of all labor, equipment and materials, and the ability to perform all necessary work. The projects include Roadway, Drainage, and Utility improvements. Some of the necessary components of the project may include roadway demolition and reconstruction, installation of storm sewer piping and curb inlets, replacement of existing waterline, and rehabilitation of existing sanitary sewer. Additional details regarding the full extent and scope of the project is located in the full Project Proposal Documents. Services shall include the following:

A. Construction Inspection:

1. Develop a construction inspection plan for approval by City to include procedures for team communication, review, reporting, and approval.

B. Communications

1. Report in person and in writing, at regular intervals (weekly or designated by the City) and at special need times, to the Public Works Director and City Administrator.

C. Construction Phase

1. Provide on-site construction inspection.
2. Maintain daily on-site project log and as-built schedule report. Prepare daily reports of observations and activities. Secure the general contractor's daily log reports.

3. Perform periodic digital video and still photography of the progress of the project. Photography must show date and conditions of recording. Photographing site conditions and non-compliance issues is required. City staff may request other conditions photographed as necessary.
4. Coordinate, review and approve the Contractor's proposed Critical Path Method (CPM) schedule for completion of the project.
5. Review contractor's schedule update submittals for conformance to master schedule and contract documents.
6. Participate in pre-construction and progress meetings designated by the City to discuss such matters as procedures, progress, problems and scheduling.
7. Establish and implement procedures for review and processing of all project documentation. Facilitate engineer review of contractor submitted questions or product information.
8. Oversee Quality Assurance of the construction activities to conform to plans and specifications. Monitor contractor work performance for deficiencies and recommend any special testing needed.
9. Perform all special inspections required for projects.
10. Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic or hard copy form.
11. Maintain at the project site in an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
12. Maintain RFI, submittal and change order logs. Hold the consultants and engineers to the response period stated in the contract.
13. Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to engineer and Public Works Director for their review, signature and approval.
14. Maintain a daily log containing a record of weather, contractors, work on site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
15. Monitor and endeavor to ensure the establishment and implementation of appropriate safety programs by the Contractor.
16. Review and evaluate the appropriateness of all proposed change orders; advise the City as to their effect on the contract time and cost; perform independent estimates of proposed change order work when necessary or when directed by the City. Negotiate change orders and recommend approval or denial by the City.

D. Construction Completion and Closeout

1. Compile detailed "punch lists" with the Engineer.
2. Coordinate closeout procedures. Monitor the Contractor's, the subcontractors', Engineer or Architect's progress to finalize all project records, complete and correct as-built, and other documentations required by the Director of Public Works.
3. Ensure complete performance of all punch list items and final clean up before contractor moves off site.
4. Obtain from contractor all record (as built) drawings; O & M materials, attic stock, contract required documents, lien releases, and written warranties. Review and circulate to City for final acceptance.
5. Coordinate final testing, documentation and regulatory inspections.
6. Advise on substantial and final completion and any possible liquidated damages.

7. Keep the City advised of status and completion of punch list items. Once all items are completed, provide the City with a completion memo.
 8. Provide City with complete project documentation for permanent records/storage.
 9. Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
 10. Establish a warranty process and schedule warranty walks as applicable for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
 11. Oversee the complete performance of all warranty repair items.
- E. The following conditions are also applicable duties and responsibilities of the Inspector:
- a. **Observe the Work.** The Inspector shall observe the work for conformance with the approved (stamped) design drawings and specifications. Perform inspections on a continuous basis, meaning that the Inspector is on site in the general area observing the work requiring inspection.
 - b. **Report Nonconforming Items.** The Inspector shall bring nonconforming items to the immediate attention of the Construction Superintendent and the Architect/Engineer on the project and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated into the work, the Inspector shall immediately notify the Public Works Director by telephone or in person.
 - c. **Furnish Daily Reports.** Complete and sign both the inspection record and the daily report for each day's inspections. Delivery of reports to the Public Works Director on a weekly basis.
 - d. **Furnish Weekly Reports.** The Inspector shall furnish weekly reports of tests and inspections directly to the Public Works Director, City Administrator, and Architect/Engineer, others as designated. These reports must include the following:
 - (1) Description of daily inspections and tests made with applicable locations;
 - (2) Listing of all nonconforming items;
 - (3) Report on how nonconforming items were resolved or unresolved as applicable; and,
 - (4) Itemized changes authorized by the engineer and Public Works Director if not included in nonconformance items.All Reports and information provided to or developed by the Inspector shall be considered to be the confidential property of the City, and Inspector shall distribute or disclose such reports and information only to those persons, organizations or agencies specifically designated in writing by the City or its authorized representative.
 - e. **Retain Records.** Inspector shall retain all pertinent records relating to the services performed for a period of six years following project completion. The inspection contractor shall make available to the City all records relating to the project during the retention period at reasonable times.

The selected respondent will be required to comply with the terms and conditions set forth in this Request for Proposals ("RFP"). The selected respondent will provide such services in compliance with all local, state, and federal regulations. The selected respondent shall execute an Agreement with the City, form provided at the end of this RFP. Any contract awarded in response to this RFP will be for a two (2) year period. The City shall have the option to renew the contract for one (1) additional two (2) year term upon approval by the City Council.

A. Minimum Qualifications.

The City has established the following minimum qualifications for construction management & inspection services. Respondents who do not meet all of the listed minimum qualifications **will not** be considered for the award of a contract. The City, in its sole discretion, will determine if a Respondent meets these minimum qualifications and will base its decision on the information contained in the Respondent's proposal submitted in response to this RFP as well as through reference checks conducted by City staff.

Minimum of five (5) years continuous experience, within the last seven (7) years, to include construction management & inspection services as described in this RFP. Respondents must include a resume outlining years of experience and any credentials.

B. Demonstrated Qualifications and Project Experience.

Provide examples of similar project experience; municipal experience, preferred.

List at least three and not more than five projects or contracts for Construction Management & Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

At a minimum, provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Owner, title and current phone number
- d. Project cost or contract value
- e. Project size (square feet or linear feet);
- f. Description of the project, scope of services, describing your experience, and work performed by your firm
- g. Names of consultant firms, if any, and their areas of expertise
- h. Description of how this project is similar and why the services provided are relevant to this project
- i. Period of time for which work was performed

C. References.

A list of at least three references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect, the firm will receive zero points for that reference.

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INSTRUCTIONS TO RESPONDANTS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY THE RESPONDENT WHEN SUBMITTING A PROPOSAL.

1. PROPOSAL PREPARATION AND SUBMITTAL

- A. All proposals submitted for City consideration must include one (1) original and two (2) copies.
- B. Clearly mark the outside of the sealed envelope with the words “Request for Proposals – RFP# 2024-01-01, City of Lytle Construction Management & Inspection Services, Attention: City Secretary and must contain the name of the company or individual submitting the proposal.
- C. For proposals submitted, all figures must be legible, written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal.
- D. Any oral, telegraphic, telephonic, e-mailed or facsimile proposal will not be considered.
- E. All proposals must be submitted in a sealed envelope and must contain the following:
 - 1. A completed Application on the form provided in this RFP signed by the authorized individual;
 - 2. A completed Pricing Schedule on the form provided in this RFP;
 - 3. Acceptable documentation indicating compliance with all insurance requirements of the City, State or other regulatory agency;
 - 4. A completed Conflict of Interest Disclosure form as provided with this RFP;
 - 5. Resume(s) of proposed staff.
 - 6. List of at least three and not more than five projects or contracts for Construction Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.
 - 7. A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: The inspection contractor firm will receive zero points for incorrect reference phone numbers.
- F. The proposal must provide all documentation required with the proposal response. Failure to provide this information may result in rejection of proposal. For additional instructions related to Proposal Preparation, please see the General Conditions of the proposal contained herein.

2. INTENT OF PROPOSAL DOCUMENTS

The respondent is responsible for the proposal and must fully gather information that can affect the proposal price. Should the respondent find discrepancies in, or omission from, the proposal documents, or should there be any doubt as to a document's meaning and intent, the respondent should notify the City at once and obtain clarification prior to submitting a proposal.

The submission of a proposal by the respondent shall be conclusive evidence that the respondent is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. DELIVERY OF PROPOSAL

Proposals received prior to deadline will be securely kept, unopened, until the opening date. Post- proposals received past the specified deadline will be returned to sender unopened. No responsibility will be attached to an officer of the City for the premature opening of a proposal not properly addressed and identified.

4. SIGNATURES

Signature of authorized representative of the respondent is required. Proposals unsigned will result in the proposal rejection.

5. PROPOSAL ALTERATION or WITHDRAWAL

No alteration or amendments of proposal after the submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before proposal opening time. Withdrawal of proposals may be by written request and signed by the company-authorized representative prior to the deadline for proposal opening. Withdrawal request must be received by the City in the normal course of business and prior to the proposal deadline. Negligence on the part of the responder in preparing the proposal represents no right for withdrawal after the proposal is opened. No proposal may be withdrawn or canceled for a period of ninety (90) calendar days after opening of the proposal.

6. DISQUALIFICATIONS OF A PROPOSAL

The respondent may be disqualified and their proposal not considered for the following reasons, including, but not limited to:

- Proposal received after the time set as stated in the advertisement;
- Reason for believing collusion exists between respondent;
- The respondents, sub-contractor or supplier being an interested party in any litigation against the City;
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- Failure to comply with any of the requirements contained herein;
- Lack of signature by the respondents authorized representative on the Proposal Form;
- Respondent is indebted to the City.

7. PROPOSAL OPENINGS

All proposals submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation for Proposals. However, the reading of the proposal should not be construed as a comment on the responsiveness of such respondent or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposal submitted based upon compliance with all applicable laws, City of Lytle Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful respondent upon award of the contract, and, according to State law, all proposals received will be available for inspection at that time, unless otherwise provided by law.

8. PROPOSAL EVALUATION AND SELECTION

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria evaluation include the following items:

Years of relevant experience of respondent: 10%

Qualifications and relevant experience on similar projects: 20%

Demonstrated ability to respond quickly based on references: 20%

Cost effectiveness: 50%

9. BASIS OF AWARD

It is the intent of the City to award a Contract to one Respondent submitting the most efficient and/or most economical proposal for the City. Selection shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All proposals are subject to re-tabulation. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals.

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

The City of Lytle reserves the right to award proposals whole or in part when deemed to be in the best interest of the City. The respondent shall state on the proposal if the proposal is "all" or "none"; otherwise, it shall be considered as agreeing with this section.

The City of Lytle reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any proposal. Unless stipulated in the attached proposal specifications, the contract will be awarded to the lowest responsible proposal that provides the best goods and services specified herein at the best value for the City of Lytle in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all proposals.

10. PROPOSAL TABULATION

Respondents desiring a copy of the proposal tabulation may request it by enclosing a self-addressed, stamped envelope with the proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Lytle's website (<https://www.lytle.tx.org>).

11. PROTESTS

All protests regarding the proposal solicitation process must be submitted in writing to the City Administrator within five (5) working days following the opening of the proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation to the City Council. Unless otherwise provided by law, all staff recommendations will be made available for public review by inclusion in the agenda packet for the City Council meeting at which the proposal will be considered.

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
GENERAL CONDITIONS OF PROPOSAL

This proposal does not commit the City of Lytle to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this proposal if it is in the best interests of the City.

Upon award of proposal, the specifications and provisions of this proposal document shall constitute a contract between the City of Lytle and the successful respondent.

THE PROPOSAL

1. **PRICING:** Price(s) quoted must be held firm for a minimum of 120 days from the date of proposal closing. In the case of estimated requirement contract proposal, the prices must remain firm for the period as specified in the proposal. "Discount from list" proposals are not acceptable unless specifically requested in the proposal.
2. **QUANTITIES:** In the case of estimated requirements, contract proposal quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposal shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
2. **ERROR-QUANTITY:** Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
3. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this proposal request will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the respondent has not taken exceptions and shall hold the respondent responsible to perform in strict accordance with the specifications of the invitation. The City of Lytle reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
4. **PROPRIETARY INFORMATION:** If a proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
5. **CORRESPONDENCE:** The proposal number assigned to this Project must appear on ALL correspondence, inquiries, proposal submittal documents, etc. pertaining to this Invitation for proposal.
6. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lytle City Secretary. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Proposal. Respondents shall acknowledge receipt of all addenda in the designated area on the proposal document. It is the responsibility of the respondent to ensure receipt of all addenda and to include the changes in this proposal document.
7. **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 to the City.

8. INQUIRIES: Any inquiries concerning the proposal documents shall be addressed to Zachary Meadows, City Administrator, by telephone (830) 709-3692 or e-mail zachary.meadows@lytle.tx.org. Any attempt on the part of a respondent or his representative to contact an elected official of the City regarding this proposal or its award will disqualify the respondent.

PERFORMANCE

9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS: A prospective respondent must affirmatively demonstrate respondent's responsibility. In addition to the factors identified in Section 8 of the Instructions to respondent's herein, a prospective respondent must meet the following requirements:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine respondent's ability to meet these minimum standards listed above.

10. ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
11. PATENT RIGHTS: The respondent agrees to indemnify and hold the City and/ harmless from any claim involving patent right infringement or copyrights on goods or services supplied.
12. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lytle.

PURCHASE ORDERS AND PAYMENT

13. PROPOSAL SECURITY/BOND REQUIREMENTS: If required, a proposal security shall be submitted with proposals. Any proposal submitted without required bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City prior to commencement of any work pursuant to the agreement provisions.
14. APPROPRIATION CLAUSE: The City of Lytle is a Texas type A municipal City operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
15. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN the PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Director.
16. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the respondent who provides goods or services at the best value for the municipality. The successful respondent is required to pay subcontractors within ten (10) days of work performed.

17. INVOICES: Invoices must be submitted electronically to City of Lytle, Attn: LaNet Hester, Finance Director, lanet.hester@lytle.tx.org. The respondent awarded the proposal must fill out a Vendor Packet provided by the City and returned to the City before invoices can be processed.

CONTRACT

18. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract proposal, the contract shall be for a predetermined period as specified in the Invitation for proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between the City and the successful respondent(s). Either party dissenting will terminate the contract in accordance with its initial specified term.
19. INTERLOCAL AGREEMENT: The successful respondent agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Bexar, Atascosa and/or Medina Counties authorizing participation in a cooperative purchasing program. The successful respondent may be asked to provide products/services, based upon proposal price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
20. ELECTRONIC PROCUREMENT: The City of Lytle has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062 of the Texas Government Code. The City of Lytle may receive submittals in electronic form in response to procurement requests. However, a proposal that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the proposal opening.
21. SELECTION OF REASONABLY QUALIFIED RESPONDENTS: The City of Lytle will review the proposals submitted by all respondents on the basis of the relative importance of price and other evaluation factors, the City of Lytle will determine which respondents are reasonably qualified for the award of the proposal.

The City of Lytle may at any time, investigate a respondent's ability to perform the services. The City of Lytle may ask for additional information about the company and its service on previous Contracts. Respondents may choose not to submit information in reply to the City of Lytle's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Lytle would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Lytle may use sources of information not supplied by the respondent concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Lytle.

22. DISCUSSIONS WITH REASONABLY QUALIFIED RESPONDENTS: After selection of reasonably qualified respondents, the City of Lytle may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other respondents.
23. EXECUTION OF CONTRACT: The City Council, by Council Resolution, shall authorize award of the Contract to one respondent and designate the successful respondent as the City of Lytle Contractor, subject to execution of the Contract documents by City and respondent. The City of Lytle will require

the respondent to sign the Contract documents and to provide the required Performance and Payment Bonds, as appropriate, and provide evidence of insurance as required under the Contract documents. No work shall commence until the Contract documents are signed.

No contract shall be binding on the City until it has been executed by the appropriate authorized signatory for each entity. Further, no Contract for this project may be signed by the City of Lytle without the authorization of the Lytle City Council.

After the Contract is signed, the City will not make allowances for any failures by the designated Contractor, which affect the ability to provide services explicitly included in the Contract.

24. **EXECUTION OF APPROPRIATE BONDS:** The designated Contractor shall execute Performance and Payment Bonds in the amount specified in the Contract and provide proof of insurance conforming to requirements as set forth in the Contract. The designated Contractor shall pay cost for such bonds. Proof of insurance must accompany the executed Contract.

Unless otherwise approved in writing by the City of Lytle, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

25. **FAILURE TO EXECUTE CONTRACT:** Failure to execute the Contract within ten (10) days after the completed Contract documents delivered by the City of Lytle shall entitle the City of Lytle to rescind the award and retain the proposal security. In the event of the City of Lytle should be required to re-advertise because of the failure to execute Contract document, the defaulting respondent shall not be eligible to submit a proposal.
26. **VALID PROPOSALS:** Contractors agree that their proposals shall remain valid for 120 days following the deadline date for submissions, or, if a proposal is accepted, throughout the entire term of the Contract.
27. **CONFIDENTIALITY:** In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing respondents and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to respondent, upon request, after award of the Contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the respondent to defend that challenge.
28. **AUDIT:** The City reserves the right to audit the records and performance of successful respondent during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL RESPONDENT SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful

respondent shall pay any judgment with cost which may be obtained against the City and/ and participating entities growing out of such injury or damages.

30. **TERMINATION FOR DEFAULT:** The City 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 respondent fails to:

- (1) meet delivery schedules; or
- (2) otherwise does not perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Lytle shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful respondent's rights shall terminate. The respondent, in submitting this proposal, agrees that the City of Lytle shall not be liable to prosecution for damages in the event that the City declare the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another respondent, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful respondent.

31. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the respondent and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Administrator for the City of Lytle or designated representative.
32. **REMEDIES:** The successful respondent and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Bexar County, Texas, Atascosa County, Texas and Medina County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
35. **NO PROHIBITED INTEREST:** The respondent acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their proposal submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a proposal response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.

37. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the respondent has fully advised the City of Lytle as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

APPLICATION

City of Lytle Request for Proposals – RFP# 2024-01-01
Construction Management & Inspection Services

RESPONDENT NAME: _____
(Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

SOCIAL SECURITY# or FEDERAL EMPLOYER IDENTIFICATION#: _____

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation. If checked, check one: ☐ For Profit ☐ Nonprofit Also, check one: ☐ Texas Corporation ☐ Foreign Corporation

☐ Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: _____

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?

☐ YES ☐ NO IF "NO", PROVIDE EXPLANATION:

HAS THIS RESPONDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

☐ YES ☐ NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPTCY OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

☐ YES ☐ NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

IS RESPONDENT THE RESPONDENT CURRENTLY INVOLVED IN ANY LITIGATION?

☐ YES ☐ NO IF "YES," PROVIDE EXPLANATION:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Responding Entity Name

By: _____

Printed Name: _____

Title: _____

Date: _____

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration;

Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

REQUEST FOR PROPOSALS - RFP# 2024-01-01
CITY OF LYTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

REFERENCES

A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect, the firm will receive zero points for that reference.

1. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

2. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

3. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident respondent. A governmental entity may not award a governmental contract to a nonresident respondent unless the nonresident has the lowest proposal submitted by a responsible resident respondent by an amount that is not less than the amount by which a resident respondent would be required have a lower proposal the nonresident respondent to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

REQUEST FOR PROPOSALS – RFP# 2024-01-01
CITY OF LYTTLE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Lytle to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this proposal, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Lytle and the person meets the requirements under Section 176.006(a).

By law this questionnaire must be filed with the City Secretary of the City of Lytle 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.

Date Received:

1. **Name of person who has a business relationship with the City of Lytle.**

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 City Secretary 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 other business relationship.**

Name of Officer

This section 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 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 from the City of Lytle?

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 government entity

Date

**ATTACHMENT "A" – FORM CONTRACT
AGREEMENT FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

COUNTY OF ATASCOSA

**§ AGREEMENT BETWEEN THE
§ CITY OF LYTLE, TEXAS
§ AND _____
§ FOR CONSTRUCTION MANAGEMENT &
§ INSPECTION SERVICES
§ RFP# 2024-01-01**

STATE OF TEXAS

This Agreement is made and entered into by and between the City of Lytle, Texas, a municipal corporation situated in Atascosa County, Texas ("The City") and _____, the "Contractor" hereinafter identified.

WITNESSETH:

WHEREAS, the City Council has found that construction management & inspection services are necessary for quality control and assurance, and

WHEREAS, the Contractor hereinafter identified desires to perform construction management & inspection services within the City upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the City and the Contractor mutually agree as follows:

I. SCOPE OF SERVICES

Services shall be provided in accordance with the Scope of Work identified in RFP# 2024-01-01, Construction Management & Inspection Services, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) RFP# 2024-01-01, Construction Management & Inspection Services, (Exhibit "A"); and
- (c) The Contractor's Proposal dated _____ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, RFP, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. DURATION OF CONTRACT

This Contract shall commence upon the effective date and shall terminate two years after issuance date, unless terminated in accordance with the terms of this Agreement or extended by the City for one (1) additional two-year term.

III. COMPENSATION FOR SERVICES & PAYMENT

Compensation for Services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for services as reflected in Exhibit "B" shall apply in the event that the Contract is renewed pursuant to the provisions of Article 2 above.

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

IV. GENERAL PROVISIONS

4.1 Termination Without Cause. The City may terminate this Agreement, without cause, upon thirty (30) days written notice to the Operator. The Operator may terminate this Agreement, without cause, upon thirty (30) days written notice to the City.

4.2 Termination For Cause. This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:

- (1) Any attempt by the Contractor to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Operator has received prior written approval from the City therefore.
- (2) Failure to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local.
- (3) Failure to comply with any term or condition of this Agreement.

4.3 Dispute Resolution. The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

4.4 Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

4.5 Indemnification. The Operator is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Operator shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Operator, its officers, agents, employees, subcontractors, licensees, or invitees.

4.6 Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

4.7 Notices. Any notice that is required or permitted to be given by the City to the Contractor hereunder may be

given by personal delivery, facsimile with confirming copy, or mailed to the Operator by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Any notice that is required or permitted to be given by the Contractor to the City hereunder may be given by personal delivery or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Lytle
Attn: City Administrator
P.O. Box 743
Lytle, TX 78052

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

4.8 *Entire Agreement.* This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

4.9 *No Assignment.* The rights granted to the Operator and the obligations herein assumed by the Operator shall be personal to the Operator and shall only apply to the auto wrecker(s) identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the City Administrator has given prior written approval therefore.

4.10 *Governing Law.* The laws of the State of Texas and the Charter and Ordinances of the City shall govern the interpretation, validity, performance, and enforcement of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective on this the ____ day of _____, 2024.

ATTEST: *(if corporation)*

CONTRACTOR

By: _____

(Print or Type Name)

(Title)

CITY OF LYTTLE, TEXAS

By: _____
Ruben Gonzalez
Mayor

ATTEST:

Paola L. Rios
City Secretary