



REQUEST FOR PROPOSALS

Solicitation No. 20907.810

Las Colinas APT

Upgrades – Phase 2

Deadline for Proposal Submittal:

Friday, May 25, 2018 at 2:00 p.m. (Central Time)

*Location: DCURD
850 E. Las Colinas Blvd.
Irving, TX 75039*

Mandatory Pre-Proposal Meeting:

*Date: Monday, April 9, 2018
Time: 9:00 a.m.
Location: DCURD
850 E. Las Colinas Blvd.
Irving, TX 75039*

Mail or Deliver Complete Bid Package To:

**Dallas County Utility and Reclamation District
APT Operations
850 E. Las Colinas Blvd.
Irving, TX 75039**

Volume 1 of 2

SOLICITATION SUMMARY

INTRODUCTION AND GENERAL DESCRIPTION

This Solicitation is for the Las Colinas APT (Area Personal Transit) System Upgrades – Phase 2. The content of this RFP (Volume 1 of 2) focuses on the specific requirements of the Proposal. A companion document, the Las Colinas APT Upgrades – Phase 2 Contract Documents (Contract No. 20907.810) (Volume 2 of 2) provides additional information including, but not limited to, the Contract *General Conditions, Supplementary Conditions, Special Provisions, and Technical Provisions*. Proposers are directed to review this RFP document in conjunction with the Las Colinas APT Upgrades – Phase 2 Contract Documents for the total requirements of this solicitation.

Reference the Las Colinas APT Upgrades – Phase 2 Contract (Volume 2 of 2), *Technical Provisions* Section 3.2 for a brief description of the Las Colinas APT System.

Reference the Las Colinas APT Upgrades – Phase 2 Contract (Volume 2 of 2), *Technical Provisions* Section 3.1.1 for a full description of the Scope of Work required by this RFP.

SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. Dallas County Utility and Reclamation District (DCURD) reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of DCURD.

- RFP Release Date:Monday, March 19, 2018
- Pre-Proposal Meeting:Monday, April 9, 2018
- Deadline for Questions:.....Friday, May 11, 2018
- Proposal Due Date:.....Friday, May 25, 2018
- Evaluation Period:May 29, 2018 to June 8, 2018
- Negotiations:June 11, 2018 to June 15, 2018*
- Board Approval Date:.....Monday, June 20, 2018
- Notice to Proceed:Monday, June 21, 2018

* Note: Negotiations may or may not be held.

GOVERNING LAW

All Proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of DCURD, and the laws and court decisions of the State of Texas.

INDEMNIFICATION AND HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless DCURD, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of DCURD, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and DCURD, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to DCURD under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement, or you want to modify your contact information, please contact by e-mail only, DCURD's Contact person identified below. Please include your contact information and if you are interested as a prime or subconsultant for this business opportunity.

DCURD Contact Person:

Paul Brown, Administration Manager
pbrown@dcurd.org

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PROPOSAL INSTRUCTIONS AND REQUIREMENTS

A Proposal is requested by the Dallas County Utility and Reclamation District (DCURD) for the Las Colinas APT Upgrades – Phase 2. DCURD will receive separate sealed Proposals until the deadline for Proposal submittal. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this Solicitation. Those who submit proposals are required to read and comply with these instructions.

1 DEFINITIONS

Contractor or **Successful Proposer** may be used throughout this Solicitation to mean that Proposer that is awarded a Contract as a result of this Solicitation.

2 CONTACT INFORMATION

It is the Proposer's responsibility to obtain clarification of any information contained herein. Proposers must submit all questions or requests for clarification ONLY in writing/e-mail and ONLY to the contact person identified on the Solicitation Summary of this Request for Proposal. The Solicitation Number must be referenced in all correspondence pertaining to this solicitation. Proposer contact with DCURD personnel other than designated DCURD Solicitation Contact may be cause for Proposal rejection.

3 MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-Proposal meeting will be held, and shall be open to all interested parties on the date and time listed under "Schedule of Events" for the purpose of discussing the requirements of the solicitation and to inspect the location where Work is to be performed. The meeting will be held at DCURD Administration Offices at 850 E. Las Colinas Blvd., Irving, TX, 75039. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in the "Schedule of Events" provided in the Solicitation Summary. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of DCURD.

- 3.1** Immediately following adjournment of the Pre-Proposal meeting, attendees will be guided on a tour of the Las Colinas APT System.
- 3.2** It is the responsibility of the Proposer to fully understand the Scope of Work and the conditions under which Work is to be performed.

4 ADDENDA

DCURD may, at its sole discretion, elect to issue changes or clarifications to the Proposal Solicitation. DCURD will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Proposal meeting, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be e-mailed to all known prospective Proposers and posted on DCURD's website (www.dcurd.org) prior to the date and time of the Deadline for Proposal Submittal.

It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract Documents.

5 PROPOSAL PREPARATION

Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and

any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.

Legal Name of Submitter: In completing the Vendor Response Page, the submitter must list the legal name of the submitter's company. This is the name that will be on all contracts, awards, and purchase orders. The Vendor Response Page also requires a statement as to the legal status of the submitter (corporation, partnership, sole proprietorship, etc.). The Vendor Response Page should be the first document in the submitter's response.

Signature: The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the delivery of goods or services at the prices and terms stated.

Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.

Tax Exempt Status: DCURD is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a submitter's invoice, they will not be paid. Additionally, submitters cannot use DCURD's tax exemption status to purchase goods or services related to this solicitation.

Requirements: By submitting a Proposal, the respondent agrees to provide DCURD with the agreed-upon services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of submissions.

Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) and services provided.

Alternate Proposals: Alternate Proposals may be considered only if the Proposer submits a Base Proposal based on the specifications provided in this Solicitation. Proposer must submit any Alternate Proposal separately from the Base Proposal and it must be clearly labeled as an Alternate Proposal. All Alternate Proposals must identify the impact on the Specifications, if any, by providing proposed replacement wording for the performance/functional specifications as well as a detailed description of what is proposed, the advantages/disadvantages of such an alternative, the impact on project pricing, scheduling and any other information that would in your view be helpful to DCURD in understanding the viability of such an alternative proposal. DCURD reserves the sole right to accept or reject an Alternate Proposal.

Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.

Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide DCURD with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

Ancillary/Integral Professional Services: In selecting a subcontractor to provide professional services, if any, that are required by the specifications, Proposer shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to DCURD with its Proposal.

6 PROPOSAL FORMAT REQUIREMENTS

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at DCURD's discretion, if the Proposal fails to comply with the following instructions.

- 1 Each copy of the Proposal shall be submitted in either a 3-ring binder, or spiral-bound or perfect-bound packet.
- 2 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.
- 3 All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.
- 4 Proposals shall be assembled according to the following format.

Cover Letter (1 Page Limit)

Include the Vendor Response Page attached to this RFP with an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.

Table of Contents

Include references to sections and page numbers.

Disclosure Statements

Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work / Specifications or other Scope of Work / Specifications undertaken in the last five (5) years.

The most recent affirmative statement of financial capability. Owner reserves the right to request the past fiscal year's audited financial statement of Proposer.

Proposers shall complete the forms titled "Organizational Summary Information" and "Business Disclosures" included in this Solicitation.

Conflict of Interest

Proposers should review the "Instructions for Conflict of Interest Questionnaire". Proposers are to complete and submit the "Conflict of Interest Questionnaire", when a conflict of interest exists.

Addenda

The acknowledgement page(s) of all addenda issued by DCURD shall be signed by the Proposer's authorized representative and submitted in this section.

Tab 1 - Brief Executive Overview (3 Page Limit)

Introduction of the Proposer's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.

Overall summary regarding plans to meet DCURD requirements.

Identify proposed subcontractors, if any, by listing name, address, telephone and contact person. For each listed proposed subcontractor, include a brief history, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc. Proposer shall state whether it has worked with the listed proposed subcontractors in the past, addressing contractual relationship, frequency and scope of work completed.

Proposers shall complete the forms titled “Organizational Summary Information” and “Business Disclosures” included in this Solicitation.

Tab 2 - Relevant Information (20 Page Limit)

Include in this section all other contractor and subcontractor information that is relevant to this Scope of Work / Specifications, if any, and is not included elsewhere. Proposers may include relevant company brochures, published articles, abstracts, etc.

Brochures, catalogs, pre-printed matter or other relevant information not suitable for inclusion within the proposal binder may be provided in loose form. This material shall be provided for the original and all copies. Each set shall be sealed in an individual envelope marked on the outside as follows:

Additional Information for Solicitation No: 20907.810
 Proposal Title: _____
 Deadline for Proposal Submittal: _____
 Name of Proposer: _____
 1 of N (N is the number of envelopes per set): _____

Tab 3 – Statement of Work (20 Page Limit)

Describe how the Proposer plans to successfully accomplish the Scope of Work and objectives as described in *Technical Provisions* Section 3.1.1 of the Las Colinas APT Upgrades – Phase 2 Contract Documents, Contract No. 20907.820.

Identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.

List all human resources contributing to the Scope of Work and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel. Resumes are limited to one page per person and they do not count against this tabbed section’s page limit.

Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility. The organizational chart should show all relevant relational interfaces between tiers/groups of staff and/or the work.

Tab 4 - List of Exceptions/Substitutions/Clarifications/Additions

Although the Scope of Work included Project Requirements of the solicitation represents DCURD’s anticipated needs, there may be instances in which it is in DCURD’s best interest to permit exceptions to requirements and accept proposed alternatives.

It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, *Technical Provisions*, *Special Provisions* and *General Conditions* are taken and how substitutions shall be provided.

DCURD does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of DCURD's requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, DCURD shall assume the Proposer is responding to and shall meet DCURD's stated requirements.

Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

Identify each item clearly as an addition, exception, clarification or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.

For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. DCURD is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by DCURD.

For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.

Begin responses to the major sections of the solicitation on a new page.

DCURD shall consider the number and substance of alterations to DCURD's stated requirements as a factor in determining the most advantageous response.

Tab 5 – Management Plan (25 Page Limit)

Identify inherent Scope of Work challenges and the overall plan for meeting project management challenges and requirements.

Describe how the Proposer has managed APM work contracts of similar scope and complexity.

Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.

Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.

Provide a preliminary *Schedule of Values* and a preliminary *Submittal Schedule*.

Tab 6 - Implementation Plan (15 Page Limit)

The Proposer must provide a preliminary implementation plan based on their understanding of the Work to be performed. This plan must include the time span from the date of Notice to Proceed to the end of the Contract Term. The Proposer must show the various phases of the project in Gantt Chart Format. The plan should cover all key phases and steps in the Scope of Work, including a *Cut-Over Plan*.

Provide a brief narrative description of the issues and challenges of the implementation plan.

Describe the proposed approach/procedures for meeting the issues and challenges of the implementation plan.

Tab 7 - APM Work Experience / References (20 Page Limit Total - one page Limit per reference)

FOR THE PRIME CONTRACTOR – Provide a complete list of all past and current APM work performed. This list shall be organized solely by the name/location of the APM systems. From this complete list, provide the following additional information for five (5) different and most applicable APM systems for which work has been performed. Include the following information:

- Company/Entity name
- Address
- Contact names (project leader, and functional contacts)
- Phone number
- E-mail addresses
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

Provide the following information for at least two (2) completed APM work contracts:

- Original Contract Price Versus Final Contract Price
- Original Contract Implementation Date Versus Actual Implementation Date
- Resources Allocated
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that also worked on the completed project.

Provide the following additional information for all on-going and incomplete projects:

- Percent of Project Completion
- Key Personnel by Name and Role
- Percentage of Each Key Person's Time Allocated to Listed Project
- Scheduled Completion Date
- Identify Potential Time/Personnel Conflicts with Work on This Contract and the Proposed Work

List all clients that have in the past two (2) years, terminated their contract prior to the contract's original completion date. For any contracts listed, give the reason for termination (if known) and the names and telephone numbers of the client official responsible for administering the contract. List all Clients with which the Contractor currently has, or has had, contractual claims.

FOR EACH SUBCONTRACTOR (if any) - Provide a list of at least two (2) different and most recent companies for which work has been completed by the Proposed Subcontractor. The reference list should include first public entities for which work of similar size and complexity has been completed by Proposed Subcontractor. Include the following information:

- Company name

- Address
- Contact names (project leader, and functional contacts)
- Phone number
- E-mail addresses.
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any sub consultant team members who worked on the referenced project that are also proposed for this solicitation’s Scope of Work.

Insurance

Please review the Insurance Requirements defined in Section 5 of the Proposal Response Forms with your insurance agent and submit the “Insurance Affidavit” with your submission.

Pricing

Provide one copy of the proposed pricing in a sealed envelope entitled “Pricing”. Proposal pricing shall be assembled and presented in accordance with the instructions contained in the Proposal Pricing Format section of the Proposal Response Forms. Proposal pricing shall utilize the pricing forms attached to this RFP in the Proposal Response Forms section.

Checklist

A Submitter’s Checklist is included with the solicitation package. The checklist is an aid to the submitter in knowing which documents to submit.

7 SUBMITTAL OF PROPOSALS

DCURD will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. DCURD will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of DCURD and will not be returned to the Proposer.

Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to DCURD’s Offices. Unsigned, unsealed or late Proposals will not be considered. The Proposer must submit one original and THREE (3) exact copies of each proposal. The Proposer must also submit one (1) electronic copy of the proposal in pdf format. Please include electronic copy in the submitted proposal packet. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of DCURD.

Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.

All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.

The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as “Comply” or “Acknowledge” with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by DCURD.

8 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

Responses to this Solicitation (Proposals) become the exclusive property of DCURD. A public opening of submissions will be held at 2:00 p.m. on May 25, 2018, at DCURD’s Administration office at 850 E. Las Colinas Blvd., Irving, TX 75039. Following negotiations with one or more submitters and the subsequent

award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as “Trade Secret,” “Confidential” or “Proprietary.”

After Proposals are opened, they will be evaluated on the basis given in the Scope of Work / Specifications and as described in the “Evaluation Criteria” Section of this RFP. Until final award of a contract, DCURD reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in DCURD’s best interest.

DCURD reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets DCURD’s requirements, (b) the quality and reliability of the Proposer’s performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, DCURD may interview and/or visit companies or public entities listed as references.

DCURD reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of DCURD.

9 PROPOSAL AWARD

If a Contract is awarded as a result of this Solicitation, it will be made by DCURD to the Proposer whose Proposal is determined to be the most advantageous to DCURD, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.

Proposals shall remain valid for ninety (90) days after the Deadline for Proposal Submittal.

DCURD reserves the right to make multiple awards if deemed in its best interest to do so.

10 CONTRACT WITH DCURD

DCURD and the Contractor agree to perform this Contract in strict accordance with the Contract Documents. The Contract Documents are as defined in *General Conditions* Article 1 of the Las Colinas APT Upgrades – Phase 2 Contract. Note: the requirements for performing the Work are defined by the Contract Documents. Additionally, existing System documentation such as the System As-Builts, O&M Manuals, various record drawings, and so forth are available for the Proposer’s review, if required. Arrangements can be made for on-site viewing and review of these documents by the Proposers if requested by the Proposers.

The Las Colinas APT System was built under a separate System Contract. The original design of the System has undergone some modifications throughout the years; the main one being the switch from automated operations to manual operations. The Contractor for this Las Colinas APT Upgrades – Phase 2 Contract will be responsible for understanding the current state of the System.

Proposer is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.

Proposer is required to review the Insurance Requirements defined in Section 5 of the Proposal Response Forms to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

Proposer is required to review the payment terms and conditions as defined in *General Conditions* Article 14 of the Las Colinas APT Upgrades – Phase 2 Contract and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of

products / services in accordance with the contract, whichever is later.

11 DETERMINATION OF NON-RESPONSIBLE PROPOSER

DCURD may disqualify Proposers, and their Proposals not be considered, for any of the following reasons: Collusion among submitters; Submitter's default on an existing or previous contract with DCURD, including failure to deliver goods and/or services of the quality and price bid or agreed upon; Submitter's lack of financial stability; any factor concerning the submitter's inability to provide the quantity, quality, and timeliness of services specified in the solicitation; submitter involved in a current or pending lawsuit with DCURD; submitter's attempt to influence the outcome of the solicitation through unauthorized contact with DCURD officials outside of those listed in the solicitation documents; and submitter's attempt to offer gifts, gratuities, or bribes to any DCURD employee or elected official in connection with a solicitation.

12 DETERMINATION OF NON-RESPONSIVE PROPOSAL

DCURD wants to receive competitive Proposals, but will declare "non-responsive" Proposals that fail to meet significant requirements outlined in the solicitation documents.

13 REJECTION OF PROPOSALS

DCURD will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.

Until a Contract is executed, DCURD reserves the right to reject any or all Proposals, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of DCURD.

14 WITHDRAWING PROPOSALS

Proposers may withdraw any submitted submissions prior to the submission deadline. Submitters may not withdraw once the submissions have been opened, without the approval of DCURD's General Manager. Submitters who no longer wish to negotiate with DCURD will be allowed to withdraw submissions. However, once a submission has been withdrawn, it can no longer be considered.

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS

PROPOSAL PREPARATION FORMS

1 VENDOR RESPONSE PAGE

DCURD

VENDOR RESPONSE PAGE for Solicitation No. 20907.810

COMPLETE LEGAL NAME of firm submitting Proposals:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____

E-mail Contact: _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation.

Print Name _____ **Title** _____

SUBMITTING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

Proposer's Statement:

2 PROPOSAL CHECKLIST

DCURD

PROPOSAL CHECKLIST

SOLICITATION NO. 20907.810 PROPOSER: _____

A check mark in the space provided indicates these forms, documents or actions have been completed and are included in the bid or proposal package. All deviations from the specifications, form submittals or action items must be documented separately and included in the bid or proposal submission.

This checklist is intended to be an aid to reduce the possibility of errors in bid or proposal submission; it is not intended to relieve the Proposing Firm (Proposer) from its obligations to review and comply with the solicitation requirements.

Please include a copy of a completed checklist with the bid or proposal response.

Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.

- Due Date.** Submissions must be received at DCURD no later than 2:00 p.m. on Friday, May 25, 2018.

- Proposal Forms.** All forms completed, including:
 - Proposal Pricing Forms
 - Organizational Summary
 - Conflict of Interest Questionnaire (if applicable)
 - Insurance Affidavit
 - Business Disclosure Form
 - Proposal Endorsement Form
 - All other forms requested as part of the solicitation

- Addenda.** When applicable, Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Proposer has checked DCURD’s website to ensure all addenda, if any, have been received.

- References.** Proposer provided the requested number of references for the Proposer and subcontractor references.

- Proposer Qualifications.** When applicable to the specifications, Proposer provided all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services.

Proposal Completion Actions

- Read/Confirm Intent to Comply.** Proposer has read this RFP and the accompanying document, the Las Colinas APT Upgrades – Phase 2 Contract, and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Proposer has proofread all documents to ensure all information provided by the Proposer is accurate and responsive to the solicitation specifications. DCURD is not responsible for errors made by the Proposer.
- Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.

Additional Items to be Turned in with Submission

- Three Additional Copies and One Digital Copy of Submission**

EVALUATION CRITERIA

1 INTRODUCTION

The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to DCURD. Said determination will be made in DCURD's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in DCURD's evaluation. DCURD's evaluation team may consider feedback from references and/or DCURD's direct experience with a proposing firm or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. DCURD's evaluation team reserves the right to either shortlist firms based upon scores/ratings received during the evaluation process, or to proceed directly into negotiations with a single proposer. Scoring of Pricing criteria below is the exclusive responsibility of DCURD. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.

2 DISCUSSIONS

Discussions may be conducted with firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. DCURD may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.

3 EVALUATION CRITERIA

The evaluation criteria are listed below in the order of their relative importance:

3.1 Technical/Compliance with the Scope of Work (20 Points). This category will be evaluated based on:

- Overall understanding of DCURD's requirements provided in the Scope of Work/Services
- Compliance with and overall approach to Scope of Work
- Detailed approach to meeting task requirements
- Completeness of submitted proposal; all requested information provided
- Responsiveness to Scope of Work / no or minimal exceptions submitted by Proposer
- Submission of proposal information organized as requested in the solicitation instructions

3.2 Management/Implementation Plan (25 Points). This category will be evaluated based on:

- Organizational Plan and hierarchy
- Experience of the Contractor in managing APM work contracts of similar scope and complexity
- Experience of individual staff members including the primary manager of the contracted work, and first and second tier staff
- Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
- Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks
- Proposed implementation plan for ensuring uninterrupted quality of APM work.

- 3.3 **Price (25 Points).** The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal forms.
- 3.4 **APM Work Experience and References (30 Points).** This category will be evaluated based on:
- Background and experience of the Contractor and Subcontractors (if applicable)
 - Number, type, and duration of similar APM work provided (current and completed)
 - Feedback from references on current and/or past performance of APM work
 - Past termination(s) and/or current or historic contractual claims

END OF EVALUATION CRITERIA

PROPOSAL RESPONSE FORMS

TO: DCURD
Attn: Paul Brown
Administration Manager
850 E. Las Colinas Blvd.
Irving, TX 75039

FROM: _____
PROPOSAL FIRM

1 PROPOSAL PRICING FORMAT

Submit the Total Lump Sum Fixed Price, Price Breakdown and Add Alternate Work Items Price for the Las Colinas APT Upgrades – Phase 2 Contract by completing the following forms contained in this RFP. Supplemental, self-explanatory instructions are included on the forms:

- Proposal Pricing Forms

2 ORGANIZATIONAL SUMMARY INFORMATION

1. PROPOSAL FIRM: _____

2. Social Security or Taxpayer Identification Number: _____
(NOTE: Submit copy of Proposer's current W-9 Form.)

3. In what state is the principal place of business? _____

4. Additional Comments if Desired:

3 INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

DCURD

INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

1. If you have a conflict of interest in doing business with DCURD, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.

2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.

3. If you complete Attachment C-2, Conflict of Interest questionnaire:

- Put the name of bidder and name of company in block #1.
- If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the DCURD, list that information in blocks #3, #4 and/or #5 as appropriate.
- Sign in block #6.

4. DCURD form is good for one year, and must be re-filed if conflict still exists.

5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

4 CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|---|---|------------------------|
| For vendor or other person doing business with local governmental entity | | OFFICE USE ONLY |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See Section 176.006, Local Government Code.</i></p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | | <p>Date Received</p> |
| 1 | Name of person doing business with local governmental entity. | |
| 2 | <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| 3 | Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money. | |
| 4 | Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. | |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict.

7

Signature of person doing business with the governmental entity

Date

5 INSURANCE REQUIREMENTS

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Commercial General Liability

Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of \$1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a coverage minimum of \$500,000 Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If services performed under this contract will not require the use of vehicle(s), contractor may request, in writing, exemption from this requirement.

Worker's Compensation

Worker's Compensation and Employers Liability shall comply with the statutory requirements for the State of Texas and the State of the Supplier manufacturing operation.

Professional Liability

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of \$1,000,000 per occurrence. Aggregate Policy minimum limit is \$1,000,000. A "claims made" policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by DCURD. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

Umbrella Liability

Umbrella Liability shall follow the form of the General Liability and the Employer Liability, the minimum combined single limit for the bodily injury shall be \$2,000,000.00.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date. Exceptions must be approved in writing by DCURD's General Manager prior to bid or proposal submission. DCURD will not accept requests for exceptions after bids have been received.

General Provisions

- 1. SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.
- 2. COVERAGE APPLICATION** – Contractor's insurance must be primary as respect to DCURD,

its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by DCURD for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to DCURD.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS – Any deductibles or self-insured retentions must be disclosed to DCURD. DCURD reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. ADDITIONAL INSURED –DCURD, including its officers, officials, employees, and Boards shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of DCURD), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to DCURD, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. COVERAGE CONTINUATION AND CANCELLATION -- In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish DCURD proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to General Manager, DCURD, 850 E. Las Colinas Blvd., Irving, TX, 75039.

6. SUBROGATION – Contractor must waive all rights of subrogation against DCURD for bodily injury (including death), property damage, or any other loss arising from work performed by the vendor for DCURD.

7. RESPONSIBILITY – Approval, disapproval, or failure to act by DCURD regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

8. ACCEPTABILITY –DCURD retains the right to approve the acceptability of insurers. As a general rule, DCURD will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI "or better.

9. PAYMENT OF PREMIUMS – Companies issuing insurance policies shall have no recourse against DCURD for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. INDEMNIFICATION – The contractor agrees to defend, indemnify, and hold harmless DCURD, its officers, agents, contractors, employees, appointees, and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be related to Contractor's performance of this Contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of DCURD, its officers, agents, or employees, and in the event of joint and concurrent negligence or fault of contractor and DCURD, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to DCURD under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. To show ability to meet these insurance requirements, bidders should submit the following insurance affidavit as part of their response to this solicitation.
2. Upon notice of award, awarded contractor must submit to DCURD, within fifteen business days, proof of all insurance coverages required by this solicitation.
3. Proof of insurance shall be furnished to DCURD on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included.
4. If requested by DCURD, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing DCURD as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized.
5. Required proof of insurance must be provided by awarded contractor before DCURD will authorize any work to be performed under this proposed contract
6. DCURD reserves the right to request a complete copy of all insurance policies at any time.

DCURD

AFFIDAVIT FOR INSURANCE REQUIREMENTS

To Be Completed By Insurance Agent/Broker and Submitter

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements contained in Solicitation # 20907.810. If the Submitter listed below is awarded a contract by Dallas County Utility and Reclamation District for this solicitation, I will furnish DCURD, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming DCURD as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of ITB/RFP: _____

Insurance Agent/Broker Signature: _____ Date: _____

Section 2 If the above fifteen day requirement is not met, DCURD has the right to reject this RFP and award the contract to the next most favorable RFP. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Submitters' Instructions.

By submitting qualifications and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ Date: _____

7 PROPOSAL ENDORSEMENT FORM

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY DCURD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND DCURD. Acceptance may take the form of an Acceptance Letter issued by DCURD, or a Contract document issued by DCURD and executed by both parties, followed by a Notice to Proceed issued by DCURD. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and DCURD. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

PROPOSAL FOR SOLICITATION NO. **20907.810**

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____
(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed for proposal
to be considered responsive***

(Typed or Printed Name)

(Title)

(E-mail or Telephone Number)

(Date Signed)

8 PRICING FORMS

Note: The level of detail and specificity of the pricing forms is a minimum. Proposer shall be prepared to present additional line items, line item breakdown/ break-out, or other additional pricing information and/or pricing detail at DCURD's request.

**DALLAS COUNTY UTILITY AND RECLAMATION DISTRICT
LAS COLINAS APT SYSTEM
UPGRADES – PHASE 2 FORMAL OFFER**

PRICING SUMMARY

PROPOSER: _____

Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Offer.

| Item No. | Item Description | Subtotal | Total Price |
|-----------------------------------|---|----------|-------------|
| 1 | Central Control Facility Equipment | | |
| 2 | Guideway Equipment | | |
| 3 | Station Equipment | | |
| 4 | Maintenance and Storage Facility equipment | | |
| 5 | Electrical Power System Equipment | | |
| 6 | Automatic Train Control (ATC) | | |
| 7 | Vehicle Upgrades (4 vehicles) | | |
| 7.1 | Propulsion and Braking (4 vehicles and one spare motor) | | |
| 7.2 | On-Board ATC | | |
| 7.3 | Other Vehicle Equipment | | |
| 8 | Other Operating System Equipment | | |
| 9 | Operating System Verification and Acceptance | | |
| 10 | Contractor's Project Management and Administration | | |
| 10.1 | Analysis, Design and Engineering | | |
| 10.2 | System Safety Documentation | | |
| 10.3 | Bonds | | |
| 10.4 | Insurance | | |
| 10.5 | Other | | |
| 10.6 | Taxes | | |
| Total Lump Sum Fixed Price | | | |

**DALLAS COUNTY UTILITY AND RECLAMATION DISTRICT
 LAS COLINAS APT SYSTEM
 UPGRADES – PHASE 2 ADD ALTERNATES**

PRICING SUMMARY

PROPOSER: _____

Proposer shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Offer.

| Item No. | Add Alternate Work Item Description | Subtotal | Total Price |
|--|--|----------|-------------|
| 1 | Redundancy of On-Board Controllers and Emergency Power Subsystem | | |
| Total Lump Sum Fixed Price for Add Alternate Work items | | | |