

Bastrop County ESD #2

REQUEST FOR BIDS

Bid Reference Number: RFB 23ESD11A

Project Title: Bastrop County ESD #2 Fire Station Remodel Project

Location: 120 corporate Dr, Bastrop Tx 78602

Bid Closing Date: 2 :00 P.M. (CST), January 09, 2024

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Bastrop County ESD #2

Request for Bids

1. Introduction

- A. Project Overview: Bastrop County ESD #2 is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:
- i. RFB Clarifications: All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the point of contact listed in section 2 below. The ESD is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Bastrop County ESD #2 website (www.bastropesd2.org) All such addenda issued by ESD #2 prior to the submittal deadline shall be considered part of the RFB. The ESD #2 shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the ESD of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The ESD shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the ESD, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid.

ESD: Bastrop County ESD #2.

Bastrop County ESD #2 Office: The Bastrop County ESD #2 Purchasing Office is located at 1432 N SH95 Bastrop, Tx 78602. PH: (844) 347-3373

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

ESD Point of Contact: Bastrop County ESD #2 Purchasing Agent is Josh Gill:
Phone: (512) 332-6366
E-Mail: chief@bastropesd2.org

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: ESD purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. ESD will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The ESD strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract has been awarded. If the Bidder has notified the ESD, in writing, that the Bid contains trade secrets or confidential information, the ESD will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the ESD be liable for disclosure of such information by the ESD in response to a request, regardless of the ESD 's failure to take any such reasonable steps, even if the ESD is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The ESD shall have full and complete access to all records, documents and information collected and/or maintained by Bidder during the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the ESD 's jurisdiction, for purposes of inspection, reproduction, and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all ESD of Bastrop (hereafter "ESD" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Bid, the bidder agrees to provide the ESD with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. Legal Compliance: Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid: The ESD reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the ESD. Bastrop County ESD #2 does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the ESD 's best estimate, based on past history and anticipated purchases.
- I. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with ESD. Bidder agrees that if Bidder is selected and awarded a contract, ESD shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State

unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will ESD furnish any medical or retirement benefits or any paid vacation or sick leave.

- J. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Bastrop County ESD #2. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Bidder shall indemnify and save harmless the ESD against any and all liens and encumbrances for all labor, goods, and services which may be provided to the ESD by Bidder or Bidder's vendor(s), and if the ESD requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the ESD.
- L. Gratuities/Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any ESD officer, employee or elected representative, with respect to this RFB or any contract with the ESD, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Bidder certifies that it has not received compensation from the ESD to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids: The ESD desires to receive competitive Bids but will declare any Bids "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the bid price (Price per cubic yard) will prevail. The lump sum price of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Withdrawal of Bids: Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the ESD's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- Q. Disqualification of Bidder: The ESD may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the ESD, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the ESD; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with ESD officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any ESD employee or elected official in connection with a solicitation.
- R. Waiver of Formalities: ESD reserves the right to reschedule, extend, or cancel this RFB at any time. ESD reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the ESD will have no obligation for such consideration. The ESD reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- S. Outstanding Liabilities: Bidders shall not have outstanding, unpaid liabilities owed to the ESD. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be

considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.

- T. Offset: The ESD may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the ESD from a vendor, whether the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- U. Solicitation Results: The ESD normally posts solicitation results on-line after bids are received and approved in a Commissioner's regular meeting. The ESD's website is www.bastropesd2.org Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- V. Control of The Work: Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. The bidder must obtain written approval from Bastrop County ESD #2 before deviating from the scope of work provided in this request for bids. Failure to promptly notify Bastrop ESD #2 of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- W. Cost of Bid: The cost of submitting Bids shall be borne by the Bidder, and the ESD will not be liable for any costs incurred by the Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendments

- A. RFB Withdrawal: The ESD reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments: The ESD reserves the right to amend any aspect of this RFB by formal written Addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the ESD, but failure to notify shall impose no obligation or liability on the ESD. All modifications and addendums must be in written form prepared by the ESD department issuing the solicitation. Bidder is responsible for incorporating all modifications and addendums into their bids.

5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with all required documents (See page 15 for complete list of required documents).
- B. Submittal Deadline: The deadline for submittal of Bids is 2:00PM (CST) January 09, 2024. It is the Bidder's responsibility to have the Bid correctly marked and hard copies delivered to the Bastrop County ESD #2 Purchasing Office. No extensions will be granted, and no late Bids will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded in the Bastrop County ESD #2 Office shall be the official time of receipt. The ESD is not responsible for late delivery of mail or other carriers. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid: Any submitted Bid may be withdrawn, or a revised Bid substituted if a written notice is submitted to the Bastrop County ESD #2 Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format: All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented

pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed, or hand delivered to Bastrop County ESD #2. Any other format (via telephone, fax, email, etc.) shall be rejected by the ESD.

- F. Validity Period: Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the ESD .

6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code and with the ESD 's purchasing policy. All bids should be lump sum pricing. Bastrop County ESD #2 will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Bastrop County ESD #2 in this RFB, to include bonds and insurance requirements. The selected bidder must NOT be debarred from any federal and/or state agency and Bastrop County ESD #2 will conduct a review of the bidder's status on SAM.Gov. The Bastrop County ESD #2 Commissioners will make the final selection and award. **The ESD has the right to reject any and/or all Responses.**
- B. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, ESD alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the ESD, such that the bid may be considered for award.
- C. Ambiguity: Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the ESD. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Firm Prices: Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the ESD may mutually agree to extend the firm price period.
- F. Additional Information: ESD may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.
- G. Partial Contract Award: ESD reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of ESD.
- H. Debarment: The selected Bidder must **NOT** be debarred from any federal and/or state agency and Bastrop County ESD #2 will conduct a review of the Bidder's status on SAM.Gov. The Bastrop County ESD #2 Commissioners Court will make the final selection and award. The ESD has the right to reject any and/or all Responses.

Appendix A – Scope of Services

1. Project Title: Bastrop County ESD #2 Fire Station Remodel Project

2. Scope of Services Contact:

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County ESD #2 fire chief, Josh Gill through e-mail at chief@bastropesd2.org

3. Bid Evaluation Factors:

BID PRICE	FACTOR
Lump Sum	Cost to complete all tasks listed in Appendix A to include all necessary bonds and insurance

4. Key Events Schedule:

Release Bid	December 6, 2023
Pre- Bid meeting at location	December 14,2023 @1pm
Deadline for Submittal of Written Questions	December 15, 2023 @ 2PM
Sealed Bids Due to and Opened by ESD	January 9, 2024 @ 2PM
Anticipated Award Date	January 17, 2024

5. Scope of Services:

Bastrop County ESD #2 is seeking to enter into a construction contract with a competent contractor to provide construction services for the remodel of the ESD #2 fire station #2. The overall goal of this project is to remodel the existing Bastrop County ESD#2 fire station #2 to make the space suitable for full time professional firefighting activities and housing. The finished structure will house five (5) full- time staff members and there will be three (3) separate shifts on rotation. The following changes will need to be made to the current structure:

- Expansion of the existing kitchen to include the addition of three (3) equally sized pantries.
- Construction of living quarters to support five (5) staff members per shift, four (4) on duty persons and one (1) on duty battalion chief. Each bedroom will need three (3) storage closets, One (1) closet for each of the three (3) shifts.
- Construction of office space for leadership.
- Construction of three (3) showers.
- Construction of living or common area.
- Construction of an exercise/workout room.
- Upgrade the existing HVAC system throughout the newly renovated structure.
- Upgrade the existing insulation within the walls and ceilings of the main structure to meet energy efficiency needs.
- Upgrade the existing electrical system throughout the structure to meet the 2018 IEC, wherever deficiencies exist.
- Upgrade any deficiencies within the mechanical/electrical/plumbing systems that do not meet current standards or codes.

- Repair or replacement of any unseen issues within the existing structure.

6. Project Narrative:

The overall goal of the project is to remodel the existing Fire Station #2 to make the space suitable for full time professional firefighters. To this end, the facility needs the following changes. The existing kitchen needs expansion, with three equal sized pantries. Living quarters need to be constructed to support 4 on duty persons and one on duty battalion chief, with a storage closet for each of three shifts in every bedroom. Office space for leadership is needed. Showers are needed, three have been requested for more efficient use of personnel. Common area is needed for study and relaxation. A workout room is also needed. Existing HVAC is insufficient to serve the expanded living area. The walls and ceilings of the main structure are not insulated to code for a living space. Prior work on the station included many modifications by volunteers, including the electrical system. Entire living area must be brought up to 2018 IEC, wherever deficiencies exist.

* Contractor will be responsible for all permits*

Below is a detailed description of the construction activities required under this bid:

TASK 1

Demolition and investigation of the project will take place at this stage. Once the wallboard is removed, the contractor will have access to evaluate the existing structure and trades. From here the contractor will determine what needs to be reframed to support the new floor plan. Re-framing and code compliance will dictate the modifications and demolition needed for the plumbing, electrical, and HVAC components. All new framing will be wood, except as required for modifications to the metal building.

TASK 2

Some exterior modification will be needed to connect the three new toilets, showers, and vanity sinks from the second floor into the existing drain line. This is expected to require making a new penetration in the sheet metal exterior. In addition to this, the existing stairs to the second floor will be demolished and rebuilt with landing height even with the second-floor deck. After this the first-floor walls will be framed in based on the new floor plan.

TASK 3

After the walls are complete, the structure for the second floor will be built. The first consideration for the second-floor height is allowing sufficient headroom in the new showers on the second floor. The showers are located at the perimeter of the building, where the roof slope reduces the available space. Existing storage area is expected to not be reframed. Existing plywood deck will be overlaid with ¾" T&G Advantech subfloor, to give a continuous rigid surface suitable for the new flooring installation. Area around showers will be framed to L/480 structural standard to support tile installation and reduce chance of cracking.

TASK 4

2nd floor reconfiguration will include the framing of the entire second floor based on the new floor plan. The ceiling will be framed to support the gypsum wallboard. Ceiling framing will bear on either the existing steel or new framing, depending on the advice of a licensed structural engineer. Plywood sheathing will be installed on the exterior of the wall shared with the vehicle bays. At this point the ceilings will be open cell spray-foamed to bring the roof insulation to a minimum R-38. Additionally electrical, plumbing, and HVAC construction will be completed for both floors.

TASK 5

Exterior modifications will take place at roughly the same time as phase two and three. The existing steel exit door on the 1st floor near the kitchen will be removed. Exterior metal will be completed where the door was removed, and rock wainscot filled in. Framing will be completed on the interior to complete the removal. A new steel exit door will be installed on the 2nd floor. This will require a new penetration to be cut in the sheet metal, steel framing rebuilt, and flashing installed. This new exit will require stairs to facilitate its use. Stairs will be built of steel for longevity and durability. Stairs must meet TABC guidelines.

TASK 6

3.5" open cell Spray foam insulation will be installed on exterior walls, including walls shared with the vehicle bay. Fiberglass unfaced batt insulation will be installed on the interior walls of the bedrooms for sound control. Gypsum wallboard will be installed throughout the remodel. Wallboard will be taped and floated to a "level 4" finish prior to texturing.

TASK 7

Interior doors will be installed. Doors to and from the gym, gear room, and kitchen hall are expected to be high traffic and will be commercial doors for durability. Remaining interior doors will be solid core paint grade doors for durability, and for ease of modification for the varying ceiling heights on the second floor. Additionally, pantry and closet shelving will be installed. Shelving will be constructed of B grade plywood.

TASK 8

Interior of the remodeled area will be painted, ceilings, doors, walls, shelving, and all installed trim at this stage. All cabinets will be installed and measured for Granite countertops. Anticipate lv1 or 2 granite, material selection will be made pose-award. Cabinets will be all plywood construction. Exterior may be painted or stained, color selection to be made post award. Anticipate painted faces to be popular, stained faces to be Knotty Alder.

TASK 9

Interior will be finished plywood and clear coated. Tile work in bathrooms will be completed. Showers will receive fiberglass waterproofing.

TASK 10

HVAC trims will be installed, and the system turned on. The living area will be climatized for no less than three days prior to flooring installation. New flooring will be installed on the entire 2nd floor and interior stairs. Floor will be glued down vinyl plank with a minimum 5 year commercial warranty from the manufacturer. Floor leveling epoxy concrete will be used as needed to ensure floors are within manufacturer recommended tolerance. Countertops and sinks will be installed. Vanity sinks will be porcelain. The kitchen sink will be stainless steel. Backsplashes will be completed.

TASK 11

Wood trim will be installed in all interior areas. 5.5" base trim and 3.5" window and door trim will be used. Plumbing and electrical trims will be installed, including light fixtures, switches, plugs, faucets, etc.

TASK 12

Final cleaning will be completed to remove dirt, trash, and construction debris. Interior walls will receive a final coat of paint, unpainted trim will be painted, dings and scuffs will be repaired, and paint finalized.

TASK 13

Final walkthrough will be completed, punch list identified, and punch list items completed. After the punch list is completed, the project will be complete and turned over to Bastrop County ESD #2.

General Notes:

The **CONTRACTOR** shall provide all labor, equipment, and other materials necessary to complete the work.

Bastrop County ESD #2 will host a pre-bid meeting on December 14, 2023, at 1:00PM at the ESD #2 Fire Station #2 to allow potential bidders an opportunity to view and verify existing conditions and dimensions.

**RFB 23ESD11A – Bastrop County ESD #2 Fire Station Remodel Project
Bid Sheet**

<p align="center">Total Bid Price for RFB 23ESD11A</p> <p>(All-inclusive Bid Price includes all labor, material, insurance and bonds)</p>	<p align="center">\$</p>
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***Cost of any unforeseen issues that will require additional work, which are not included in this bid, shall be submitted to the ESD in writing and shall be evaluated by the ESD. The ESD has the right to except or reject any request for additional work or cost.**

Authorized Bidder Signature: _____

Date: _____

Appendix B – Bid Verification

Submittal Checklist: (To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB)

- _____ Bid Bond (Must be written as 5% of the total bid amount)
- _____ Appendix A (Pages 8 through 12) must be completed, signed and included in the Bid submittal.
- _____ Appendix B (Pages 13 through 19) must be completed, signed and included in the Bid submittal.
- _____ Appendix C - Conflict of Interest Form (CIQ Form) (Page 20) must be completed, signed and included in the Bid submittal.
- _____ Proof of Contractor’s Ability to Meet the Insurance Requirements (Pages 18).
- _____ Signed Addendum(s) (If any are issued by Owner).

All Bids submitted to Bastrop County ESD #2 shall include this page with the submitted Bid.

RFB Number:	RFB 23ESD11A		
Project Title:	Bastrop County ESD #2 Fire Station Remodel Project		
Submittal Deadline:	2:00 P.M. (CST), January 09, 2024		
Submit hard-copies to:	<u>MAIL:</u> Bastrop County ESD #2: Attn: Josh Gill 1432 N SH 95 Bastrop Texas, 78602	<u>HAND DELIVER:</u> Bastrop County ESD #2: Attn: Josh Gill 1432 N SH 95 Bastrop Texas, 78602	
	Bidder Information:		
Bidder’s Legal Name:			
Address:			
ESD , State & Zip			
Federal Employers Identification Number #			
Bidder’s Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____ (day) of _____ (month), _____ (year)

Appendix B – Bid (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for 180 Calendar Days.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Bidders List registration number: _____
- 2) Prime contractor HUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: _____
- 4) An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number:
_____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Bidders must provide the ESD with a current W-9 before any goods or services can be procured from the Bidder.
- B. Governing Law and Venue: All Bids submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids, or any resulting contract shall be brought before an appropriate court located in Bastrop County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
- D. Termination for Cause: The occurrence of any one or more of the following events will justify termination

of the contract by the ESD for cause:

- i. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
- ii. The successful Bidder violates any of the provisions of these specifications; or
- iii. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
- iv. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the ESD.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the ESD may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the contract has been terminated by the ESD, such termination shall not affect any rights or remedies of the ESD then existing or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Bidder's contract with Bastrop ESD.

- E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Bidder's contract with Bastrop ESD.

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop ESD.

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. Affirmative Action/EOE: Bastrop County ESD #2 is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop ESD, payment terms for the ESD are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Bastrop County ESD #2 fire chief for approval and processing for payment. Bastrop County ESD #2 will pay based on percentage of completion at the time of pay application submission pending verification from Bastrop County ESD #2. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using lump sum price pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County ESD #2 will NOT pay any fees to the vendor other than the agreed upon bid price.

J. Liquidated Damages: Should the **CONTRACTOR** fail to complete the requirements set forth in the scope of work, Bastrop County ESD #2 will suffer damage. The amount of damage suffered by Bastrop County ESD #2 is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Bastrop County ESD #2, as liquidated damages, the following:

- The CONTRACTOR shall pay Bastrop County ESD #2, liquidated damages, \$500 per day for each day past the specified completion date.
- The CONTRACTOR shall pay Bastrop County ESD #2, liquidated damages, \$1500 per incident where the CONTRACTOR fails to repair damages that are caused by the CONTRACTOR and/or sub-contractor(s). Application of liquidated damages does not release the CONTRACTOR from the responsibility of resolving or repairing.
- The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Bastrop County ESD #2 would suffer in the aforementioned examples.

K. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of ESD and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and

all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

- L. Bid, Payment and Performance Bonds: The **CONTRACTOR IS REQUIRED** to furnish a good and sufficient bid bond or a cashier's check in the amount of five percent (5%) of the total bid price. A bid bond must be executed with a surety company authorized to do business in the State of Texas. The bid bond of the awarded contractor is subject to forfeiture in the event the successful bidder fails to execute all requirements set forth in the contract documents within ten days after the contract has been awarded.
Payment and Performance bonds shall be required and issued for this contract should the total bid price reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after written notice to proceed is sent to them by Bastrop County ESD #2, a Payment Bond will be executed and delivered to Bastrop County ESD #2 for one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Bastrop County ESD #2 should the contract amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all the work, the Payment and Performance Bond shall be released. The cost of all bonds must be included in the bid price. Payment for services will not be made until receipt of all required bonds has been made to Bastrop County ESD #2.
- M. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- N. Taxes: The ESD is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- O. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as ESD may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof of insurance to Bastrop County ESD #2 that proves the contractor has the ability to meet all insurance requirements listed above.

- S. Indemnification: Bidder agrees to defend, indemnify and hold harmless the Bastrop County ESD #2, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related 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 the ESD, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and ESD, 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 the ESD 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.

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE ESD, THE ESD'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE ESD'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR BIDS:

Authorized Signatory for Contractor:

Name of Company:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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 appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.