

Request for Proposal and Bidders Packet [Victoria, TX](#)

GrantWorks, Inc on behalf of the homeowners listed below and the Administrator is soliciting proposals for the demolition and reconstruction of up to ten (10) three bedroom single-family homes located within the [City of Victoria, Texas](#). The Texas Department of Housing and Community Affairs (TDHCA) HOME program is the funding source for this project.

ADDRESS:

1001 E. Polk Avenue
2318 Mumphord St.
707 E. Virginia Avenue
1808 Sam Houston Dr.
1201 Harvey Lane **
908 S. DeLeon Street
2909 Cypress St.
1205 S. East Street
2002 Glendale Street
906 N. Wheeler St.
167 CR 1060 S
202 East Basin Street
2020 Bradley
102 Shannon Drive **
203 Lariat Lane 3502 East Rio Grande Street
303 Lariat Lane
2821 Mitchell Ave.
616 W. Brazos Street **
106 N. Depot Street
3206 Gayle Drive
3608 Callis St.
1104 E. Virginia Ave.
2305 S. Laurent St.
2514 Callis St.
2808 Price St.
3607 Jewett Street
2908 Robin Street
505 E. Stayton Ave.
303 W. Murray Street
705 E. Murray Street
1106 Gunther Street
3207 Wildwood St.
602 E. Red River St.
1603 Dudley Street
1013 Wolfram St.
4209 Hanselman Road
1304 Goldman St.
4808 Lilac Ln.
2513 E. Plainview Street
3601 N. Vine St.
3311 E. Juan Linn Street
703 Hybiscus Lane
1901 N. Depot Street

Backups:

TBD

** Mobile home

The project will be awarded based upon the following criteria:

1. Base Bid of the house including **survey costs**, disposal, parking pad, and sidewalks
2. All City of Victoria building permit fees will be waived.
3. Duration of construction being 60 calendar days
4. Pricing of Alternates
5. Homeowner preference

The project will consist of, but not be limited to:

1. Demolition will be bid as an additive alternate.
2. Builder will pay for down date endorsements (minimum of 2 required for each project)
3. Complete turnkey pricing of unit built to GrantWorks plan 1104 and specifications dated 10/12/13 and instructions in this bid package. Additional changes to the plan must be pre-approved in writing by the administrator or administrator's representative (housing specialist). Any changes made without pre-approval will be corrected at builder's expense.
4. Transfer of power either to Pole or to temporary pole (including placement of pole) and back to permanent, once home is complete.
5. Removal of Gas lines if required to construct home.
6. House to be constructed on slab, per plans and specifications referenced above. If home is located in a flood plain, benchmark for foundation height will be provided by licensed surveyor before construction and certification will be provided after foundation pour, survey arrangements to made and paid for by Builder.
7. Pre-treat pad area for termite control with Bayer Premise.
8. All lot preparations including proper drainage grading, before and after construction.
9. Removal and Replacement of any fencing, or other improvement, for access to lot.
10. The replacement of water, sewer, and gas lines from meter, or tap, to the structure. Hot water heater, cook stove, and central heating will be electric, unless the Housing Specialist or homeowner specifies propane or gas in writing at, or before, pre-construction conference.
11. Central heating and air conditioning system – two ton 12 seer (minimum).
12. Texas Minimum Construction Standards and Specifications.
13. **International Residential Code 2015**
14. **International Energy Conservation Code (Model Energy Code) and the Energy Proficient Provisions or the IRC as the existed on May 1, 2009, whichever is more stringent..**
15. TDHCA Bid Certification.
16. TMCSS Site/Demolition Addendum.
17. Minimum Accessibility Requirements, SB623.
18. Construction Specifications adopted by the Administrator.
19. Applicable Wind Storm Requirements.
20. Applicable Building Codes.
21. **Builder will have a representative onsite during all construction. Builder will submit a list of all full time Superintendents currently employed including contact information for each. Builder will also indicate which Superintendent will be assigned to project. If builder does not have a full time Superintendent on staff at time of bid, Builder must provide name and contact information at time of award. If Builder does not provide this information, the next lowest bid will be awarded.**
22. **As of September 1, 2016 all houses must be compliant with the Minimum Energy Efficiency**

Code Chapter 11 of IRC 2015. If local codes are more restrictive, differ to local.

Plan Additions or Changes:

1. Provide disappearing stairs for attic access.
2. Provide waterproof electrical outlet to front and back exterior of Home.
3. Provide hose bib at back and front side of house in an accessible location.
4. 4x4 turned post at porch or better.
5. Windows with a U factor of 1.0 or better (double glazed or thermal break may be necessary to achieve this). For communities in the panhandle, including Lubbock and parts north, a U factor of 0.8, or better, is required.
6. All windows will be divided light (6 over 6).
7. Porch at no step door will be accessible (i.e. no step up to porch).
8. Block bedrooms for ceiling fans in rooms without fans.
9. Use only blown insulation in attic, with baffles around soffit vents, water heater drain pan, HVAC drain pan, and attic access.
10. All doors will be 3.0 with the exception of the pantry, linen closet in hall, coat closet in living room, and water heater closet where applicable.
11. Electrical panel will be located inside, unless local code prohibits.
12. Mini-blinds on all windows
13. Builder will supply Homeowner with one (1) additional air filter.
14. Ensure porch posts do not extend over the slab by adding bracing at top.
15. When Mobile Homes are demolished, Builder must supply GrantWorks with MFU ID as proof of demolition.
16. Unless instructed by Housing Specialist, remove pantry in kitchen and extend counter and upper and lower cabinets.
17. 5 - #5 rebar - 3 bottom and 2 top. Beam depth 24" on exterior beams and 18" on interior beams. #3 stirrups on 36" O.C. 4" slab with #3 rebar @ 15" center or 6x6 - 6ga. Wire mates, unless building in windstorm or soil conditions require elevation.

BID PACKAGE

Bid Package to include, but not limited to:

1. TMCS Bid Certification.
2. Schedule of Values.
3. Non-Conclusion Affidavit of Prime Bidder.
4. State and Federal Requirements Affidavit of Prime Bidder.
5. Verification of applicable insurance coverage. (Certificates of required policies made out to GrantWorks)
6. Bids must be submitted on attached bid sheets.

Within three (3) working days after notification of contact award, successful bidder is required to supply to the GrantWorks Housing Specialist coordinating these bids the following:

1. List of sub-contractors, name of contact person, phone numbers (office, fax, cellular), addresses, social security number or federal employer identification number.
2. Contractor shall provide a construction bond covering all projects awarded or standby letter of credit with requirements and conditions as specified for the total amount of projects to be awarded.

Any bid exemption, variation, adjustment, or modification without written approval by the Housing Specialist for GrantWorks prior to bid submission will DISQUALIFY bidders.

Conflict of Interest : The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Administrator who exercises or has exercised any functions or responsibilities with this program or who is in a position to participate in a decision making process or gain inside information with or has an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for oneself or those with whom one has family or business ties, during their tenure or for one year thereafter.

Section 3: Builders are required to sign and participate in Section 3 plan.

Contractors previously awarded HOME Program funds administered by GrantWorks will NOT BE ELIGIBLE for bidding unless the following requirements have been met*:

- Maximum of \$1,500,000.00 in active contracts will be awarded to any one contractor (75% of homes in a given Program as identified by a single State contract number must have sheetrock, tape, float, and texture complete at time bids are due to be eligible for bidding above the million-dollar limit.).
- A contractor may not be awarded more than three Programs as identified by a unique State contract number at one time (75% of homes in a given Program as identified by a unique State contract number must have sheetrock, tape, float, and texture complete at time bids are due to be eligible for bidding above the three Programs as identified by unique State contract numbers)

Sealed Bids are due: February 18, 2020 by 11:00 A.M.

Sealed Bid Packages are to be delivered on or before **February 18, 2020 by 11:00 A.M.** to:

The envelope containing the bid shall be clearly marked on the outside **“BID FOR TDHCA HOME PROGRAM GRANT PROJECT – DO NOT OPEN”**

City of Victoria - HOME BID
ATTN: Purchasing Department
700 Main Center, Ste. 132
Victoria, Texas 77901

Or mailed to:

City of Victoria – HOME BID
Attention: Purchasing Department
PO Box 1758
Victoria, TX 77902-1758

No Bids will be accepted after 11:00 A.M. on February 18, 2020.

A faxed bid shall only require the following forms: BID for Administrator’s HOME Program (pages 1 and 2); and, BID SUMMARY SHEET.

ALL required documents and forms must be mailed to the above address and postmarked no later than the date of fax submittal.

Required documents: BID for Administrator's HOME Program (pages 1 and 2), BID SUMMARY SHEET, TMCS-Bid Certification, and State and Federal Requirements Affidavit of Prime Bidder, Signed Conflict of Interest Statement, Signed Section 3 Plan, list of Superintendents.

*Enforcement of maximum awarded contracts is at the discretion of the Housing Specialist. Bids must be received by date and time specified above. No contract will award to any firm or person that is on any federal or state debarment list, or who is under investigation.

Thank you,

Enclosures:

- Request for Proposal / Bid Sheets/Conflict of Interest Statement/Protest Procedures, Section 3 Plan

Address:

Name of Homeowner:

1104 sq. ft. Base Bid not including any Alternates	Amount Bid
Site	\$
Foundation (slab per plans up to 24" above final grade)	\$
Exterior Masonry/Flat Work	\$
Sidewalk to ramp, or to no-step entry, from parking space (minimum 36" wide)	\$
Concrete parking pad (22' x 10')	\$
Concrete driveway from parking pad to street (must be dollar amount)	\$
Plumbing	\$
Electrical	\$
Framing	\$
Doors and Windows	\$
Insulation	\$
Exterior Surface – All Sides Brick	\$
Interior Surface	\$
Mechanical	\$
Finish Carpentry	\$
Cabinets	\$
Appliances	\$
Flooring	\$
Paint	\$
Roofing	\$
Finish Details	\$
Miscellaneous <i>(Any dollar amount listed here must be supported by an itemized list attached to this document)</i>	\$
Total Bid	\$

Alternates	
Disposal	\$
Demolition	\$
(This amount is in addition to the base amount bid for foundation)Foundation above final grade 24.1" to 36"	\$
(This amount is in addition to the base amount bid for foundation)Foundation above final grade 36.1" to 48"	\$
(This amount is in addition to the base amount bid for foundation)Foundation above final grade 48.1" and above	\$
Additional Site Material to Elevate Lot	\$
Low-step shower, 36" x 50" with seat (Lasco or written approved equal)	\$
All vinyl flooring	\$
Brick Elevation Front only	\$ < >
Three-sides brick (front and sides with back remaining Hardiplank)	\$ < >
All Sides Hardiplank	\$ < >
1/3 Brick Elevation (front only)	\$ < >
1/3 Brick Elevation (three-sides)	\$ < >
Accessible Kitchen	\$
Barrier free shower/roll in ready with grab bars and shower wand	\$
Metal Roof 29 gauge Fabral or written approved equal	\$
Sod 10' front and back 4' sides around house with St. Augustine grass	\$
Laminate Flooring entire house (Pergo Max or equal).	\$
Laminate Flooring Kitchen (Pergo Max or equal)	\$
Septic System	\$
Seed yard with Bermuda grass and place Sod around drip line of house	\$
Landscaping List what work & items will be included for this dollar amount:	\$
Gas Stove	\$
Gutter across porches.	\$
Upgraded/Additional Appliances: Washer/ Dryer, Dishwasher, Microwave/Ventahood Please provide breakdown for each item on a separate page.	\$

BID SUMMARY SHEET

CITY OF VICTORIA HOME PROGRAM

The following is a summary of all bids submitted for homes to be assisted using funds provided by HOME Program:

Address of Home	Homeowner Name	Base Bid not including any Alternates
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Total amount of base bid for all homes \$ _____

The bids listed above are good for a period of _____ days from date of submission (minimum 120 calendar days). I understand I am bidding on a federally funded and state administered construction contract.

Signature Date

Name and address of contractor submitting bid:

CONFLICT OF INTEREST AND EQUAL OPPORTUNITY CERTIFICATIONS

Builder: _____

CONFLICT OF INTEREST CERTIFICATIONS

The Builder is not a member of the governing body of the Administrator and no other public official, employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Program.

The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Administrator who exercises or has exercised any functions or responsibilities with this program or who is in a position to participate in a decision making process or gain inside information with or has an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for oneself or those with whom one has family or business ties, during their tenure or for one year thereafter.

EQUAL OPPORTUNITY CERTIFICATIONS

The Builder further agrees not to discriminate against any person in connection with the improvement of the property or the occupancy thereof, because of race, color, religion, sex, or national origin. Applicant also agrees to comply with "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948:62, Stat. 862, Title 18 U.S.C., Section 874; and 40 U.S.C. Section 2769C) and any amendments thereto. Builder and Administrator agree that they will comply with all applicable federal and state uniform administrative requirements (FMC A-87, FMC A-85, etc.), all other federal requirements, and the Administrator's HOME Program Guidelines.

_____A Conflict of Interest does NOT exist between my business and any person in a decision making capacity or with anyone who is employed by the entity implementing the HOME Program for which I am submitting a bid.

_____A Conflict of Interest DOES exist.

Name of Local Official or Employee: _____, Title: _____

I certify under penalty of law the above information to be true and correct:

Signature of Builder

Date

Name:

Title

BID PROTEST PROCEDURES for HOME Program, City of Victoria, TX

The Contract Administer (CA) shall include the following provisions in the bidding documents issued for all Bid Packages:

BID PROTEST

1.0 FILING A BID PROTEST

1.1 For purposes of a bid protest, the address of City of Victoria, TX office is:

CITY OF VICTORIA – HOME Bid
ATTN: Purchasing Department
700 Main Center, Suite 132
Victoria, Texas 77901

1.2 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the CA not later than 3 business days after bid opening date.

1.3 If a Bid is rejected by the CA, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 3 business days of the rejected Bidder's receipt of the notice of rejection.

2.0 RESOLUTION OF BID CONTROVERSY

2.1 CA Bid Review Team will investigate the basis for the Bid protest and analyze the facts. CA will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by CA Bid Review Team, an informal hearing will be held. CA will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond CA's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by CA. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. A Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

2.2 At the election of CA Bid Review Team, a Bid protest may be referred directly to CA's Governing Body without prior investigation and review by CA Bid Review Team. The Individual appointed to sign all HOME documents by Governing Body will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest.

2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the CA's decision on the protest, and the protestor have the right to appeal to the Governing Body if not satisfied with CA's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

The appeal must be received by the Individual appointed to sign all HOME documents by Governing Body by close of business not later than the 5th day following appellant's receipt of the written decision of CA, at the following address:

CITY OF VICTORIA – HOME Bid
700 Main Center, Ste. 132
Victoria, TX 77901
Attention: Purchasing Department

2.4 A copy of the appeal shall be sent to all parties involved in the Bid protest and to CA. An appeal received after close of business is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, State or Local holiday, the appeal will be considered timely only if received by close of business on the following business day.

2.5 The Individual appointed to sign all HOME documents by Governing Body will review the CA's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal. The Individual appointed to sign all HOME documents by Governing Body or Hearing Officer may consult with the CA's General Counsel on the decision as to legal form. The CA will complete its internal Bid protest procedures before award of the Contract.

Section 3 Plan

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the following plan will be placed into action:

A representative of the local Public Housing Authority, local organizations, local eligible businesses, along with a listing of any pre-approved contractors will be notified of Solicitations for bidders.

Any contractors hired to work on the HOME Investment Partnerships Program construction projects will recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential **new hires**, as needed. Existing employees will not be terminated in order to hire section 3 employees.

Contractors will provide administrator with a list of section 3 hires at the end of each project.

ADDENDUM

Desired changes and/or additions to this program design may be allowed. If addendum is attached, please cite the section that is to be replaced along with the proposed and/or alternative language.

APPROVED: _____
Signature Authority

Print Name

Title

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) County of
_____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____ Notary Public

My commission expires _____

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

Chapter 3: CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

GENERAL TERMS AND CONDITIONS

1. CONTRACT

The successful bidder will be asked to enter into a contract with the City of Victoria. The contract will include the specifications herein listed and any other pertinent information. Successful Bidder shall be a registered vendor with the State of Texas.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders shall state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

3. DISCOUNTS

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

4. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

5. FIRM TIME OF BIDS

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 45 days.

6. LEAD TIME

Lead time must be specified on the Bid Sheet as to the number of calendar days from receipt to release. The City of Victoria requires a **maximum of 30 days**. Bids submitted on the basis of "as required" may be rejected as being non responsive.

7. PAYMENT

Full payment will be made within 30 days of the delivery of each completed order. Invoices shall be submitted by the successful bidder to the City of Victoria – Finance Office, P.O. Box 1758, Victoria, Texas 77902.

financemail@victoriatx.org

8. SALES TAX

These items will be exempt from payment of Sales and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

9. TRANSPORTATION COST

All bids must include the cost of transportation, prepaid and allowed, FOB Victoria, Texas.

10. FUNDING SOURCE

The purchases will be funded by the City of Victoria and U.S. Department of Housing and Urban Development – HOME Program.

11. BID EVALUATION FACTORS

1. The City retains the authority to award a bid based on findings in accordance with Texas Local Government Code § 271.905. If the City awards a bid based on Section 271.905, the City may condition such award on the awarded bidder providing additional requested information from the bidder and indemnifying the City for all costs of litigation arising from the use of said statute.

2. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation. The City reserves the right to award a contract based on the "low total bid" for all items.

3. Reservations. The City expressly reserves the right to:

- a. Waive as an informality minor deviations from specifications that do not impair overall functions;
- b. Waive any defect, irregularity or informality in any bid or bidding procedure;
- c. Reject or cancel any or all bids;
- d. Reissue a bid invitation;
- e. Extend the bid opening time and date;

- f. Procure any item by other means;
- g. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
- h. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- i. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

12. ADDENDA

Any interpretations, corrections or changes to this bid packet will be made by addenda and posted at www.bidnet.com and www.victoriatx.org. It is the sole responsibility of each prospective Bidder to verify that he/she has received all addenda issued before delivering their bid to the City. All bidders shall acknowledge receipt of all addenda with their bid or they will be declared non-responsive.

13. LATE AND/OR UNSIGNED BIDS

Late and/or unsigned bids will not be considered under any circumstances. Person signing the bid must have the authority to bind the firm in a contract.

14. TIE BIDS

Awards will be made in accordance with Texas Local Government Code 271.901.

15. DELIVERY

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

16. CONFLICT of INTEREST

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Victoria) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Victoria City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is available at <https://www.ethics.state.tx.us/forms/CIQ.pdf>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

17. GUARANTEE

The bidder warrants and guarantees each product against any defects in materials, design, and workmanship.

18. COOPERATIVE PURCHASING

Successful bidder agrees to extend prices and terms to all governmental entities, that has entered into, or will enter into, joint purchasing inter-local cooperation agreements with the City of Victoria.

19. TRADE SECRETS and/or CONFIDENTIAL INFORMATION

All proposals become the property of the City upon receipt and will not be returned. Any information deemed confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the Parties understand that under the Texas Public Information Act, a Court order or the Texas Attorney General may compel the City to disclose all or part of any public record not considered confidential under Texas law.

20. EXCLUDED PARTIES LIST (EPLS) CERTIFICATION

By submitting a bid, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

21. INDEMNIFICATION

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for

damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary to the City of Victoria may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officer, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts of omissions, including negligence, of the City of Victoria, its officer, agents or employees.

22. INSURANCE

At a minimum, Contractor shall maintain the insurance described below during the term of the contract, and shall notify the City of Victoria within 30 days if any provision thereof is altered or modified in any way. Contractor shall furnish to the City a Certificate of insurance from a reputable insurance company or companies licensed by the Texas Department of Insurance to write insurance in the State of Texas showing that the Contractor is covered by the insurance.

1. Workers' Comp & Employer's Liability (contractor must comply with requirements of Tex. Labor Code § 406.96 and 28 TAC § 110.110). In addition, insurance certificate must provide:

- a. Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.
- b. Waiver of Subrogation against the City of Victoria and its officers, agents, and employees shall be included.
- c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

JOB SITE NOTICE

REQUIRED WORKERS COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

- A. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the

certificates of coverage to be provided to the person for whom they are providing services.

B. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

C. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

2. General Public Liability Insurance as follows:

\$2,000,000 combined single limit per occurrence; and \$100,000 for property damage per occurrence.

The policy shall name the City of Victoria as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

3. Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

4. Policy Cancellation

Coverage under such policies shall not be materially changed unless at least 30 days written notice has been given to the City. All policies shall be issued by an insurer authorized by Texas Department of Insurance to issue the applicable policies in the State of Texas.

23. VENDOR DISCLOSURE REQUIREMENTS

Texas Ethics Commission Form 1295. Gov't Code § 2252.908 provides that certain governmental entities, including cities, are prohibited from entering into a contract with a business entity unless said business entity submits a disclosure of interested parties (Form 1295), when the contract: (1) requires an action or vote by a governing body before the contract can be signed or (2) the contract has a value of at least \$1 million. Accordingly, all parties wishing to enter into a contract with the City of Victoria for a value of \$25,000.00 or more must electronically file a Form 1295 which will be electronically acknowledged by the City. Form 1295 can be found and filed accordingly at www.ethics.state.tx.us/

24. PERFORMANCE AND PAYMENT BONDS

The Bidder must be capable of executing satisfactory Performance Bond and Payment Bond for one-hundred (100%) percent of the awarded contract sum in accordance with the conditions of the contract. The Bonds must be submitted within thirty (30) calendar days of Award of Contract, and on the forms included in the Contract Documents. The Bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Register by the United States Department of the Treasury, covering the date

on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of the work and for protection of the claimants for labor and material. The Performance Bond shall extend for a period of one year (12 months) from the date of the Owner's Certificate of Acceptance.

If the total amount awarded is less than \$25,000.00, a Performance and Payment Bond will not be required provided that no monies will be paid to the Contractor until completion and acceptance of the work by the Owner.

In accordance with Gov't Code § 2253.021, if the bid amount exceeds \$50,000.00, the Owner will require a 100% Payment Bond for the Project. If the bid amount exceeds \$100,000.00, the contractor will be required to provide the Performance Bond and the Payment Bond

25. CLEANUP

The Contractor shall at all times keep the site and structures, facilities or improvements thereon free from accumulations of waste material, debris or rubbish caused by its employees or the employees of subcontractors.

26. MINIMUM WAGE RATES

The Contractor shall pay the wage rates for the various classes of labor employed directly on this project in accordance with the U.S. Department of Labor **General Decision No. TX160331**, which is attached to these contract documents and included herein. Intentional failure of the Contractor to pay the specified wage rates for workers directly employed on the project may subject the Contractor to a penalty as specified by Texas Government Code §2258.023.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>	<p>OFFICE USE ONLY</p>
<p>Name of business entity filing form, and the city, state and country of the business entity's place of business.</p>	
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p>	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
	D		

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury , that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____ this the _____ day of _____ 20_ , to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

<https://www.ethics.state.tx.us>