



NOTICE OF INTENT

RFP NO. 2022-003

**REQUEST FOR PROPOSALS FOR
MOLD REMEDIATION AND DEMOLITION IN MERCEDES POLICE DEPARTMENT**

The City of Mercedes is requesting qualifications for **REQUEST FOR PROPOSALS FOR MOLD REMEDIATION AND DEMOLITION IN MERCEDES POLICE DEPARTMENT**. Those interested in participating in this process may download **ALL** documents related to this RFP from the Bids and Contracts page on the City of Mercedes website:

**RESPONSES ARE DUE AT THE CITY SECRETARY'S OFFICE ON
MARCH 15, 2022 AT 4:00 P.M.**

All questions should be submitted in writing and directed to:

**Mr. Alberto Perez, City Manager
400 S. Ohio Ave
Mercedes, TX 78570**

All documents relating to this RFP, including, but not limited to, the RFP document, questions and responses, addenda and special notices will be posted under the RFP number on the City of Mercedes website and available for download by respondents and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the RFP due date.

CITY OF MERCEDES ADMINISTRATION BUILDING, 400 South Ohio Ave, Mercedes, Texas 78570

Vendor Name:



RFP NO. 2022-003

VOLUME 1-BIDDING DOCUMENTS

**REQUEST FOR PROPOSALS FOR
MOLD REMEDIATION AND DEMOLITION IN
MERCEDDES POLICE DEPARTMENT**

RESPONSES DUE MARCH 15, 2022
4:00 P.M.

RFP NO. 2022-003

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***NOTE: THESE PAGES MUST BE RETURNED WITH BID PROPOSAL**

This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFP package. Respondents are responsible for reading the entire RFP package and complying with all specifications.

City of Mercedes is soliciting proposals for **MOLD REMEDIATION AND DEMOLITION IN MERCEDES POLICE DEPARTMENT**

Original and One (1) Copies

OF

COMPLETE RFP RESPONSES

MUST BE RECEIVED IN THE CITY

OF MERCEDES City Secretary's Office

AT 400 South Ohio Ave,

Mercedes, TEXAS 78570

ON OR BEFORE FEBRUARY 23, 2022 AT 4:00 P.M.

All responses are due in the City of Mercedes City Secretary's Office by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFP Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.

Any response received after the date and/or hour set for the RFP opening will not be accepted. Respondent will be notified and will advise the City of Mercedes City Secretary's Office as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the Respondent. If responses are sent by mail to the City of Mercedes City Secretary's Office, the Respondent shall be responsible for actual delivery of the qualifications package to the City of Mercedes City Secretary's Office before the advertised date and hour set for opening of RFPs. If mail is delayed either in the postal service or in the internal mail system of City of Mercedes beyond the advertised date and hour set for the RFP opening, responses thus delayed will not be considered and will be disposed of as authorized.

Responses may be withdrawn at any time prior to the official opening. After the official opening, responses become the property of City of Mercedes and may not be amended, altered or withdrawn without the recommendations of the City of Mercedes Attorney and the approval of the City Commission.

The Contractor is solely responsible for complying with the contents of the State of Texas House Bill 11 that became effective October 1, 1991, in regard to payment of taxes. The City of Mercedes is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The City of Mercedes reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

All documents relating to this RFP including but not limited to, the bid document, questions and responses, addenda and special notices will be posted under the RFP number on the City of Mercedes website and available for download by Bidders and other interested parties. No document will be faxed or e-mailed after the initial Notice of Intent prior to bid award. It is the Bidder's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, March 8, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Javier A. Ramirez, Assistant City Manager via email jramirez@cityofmercedes.com.

Emailed Questions: The email **must** include the RFP No. in its subject and confirmation of receipt by the City of Mercedes is **required**.

CONSTRUCTION METHOD: Contractors will work under the direction and supervision of the City of Mercedes Planning Department who will act for the Owner as his representative in effecting the completion of the project. All fungal remediation-related work will be conducted by a Texas Department of Licensing and Regulation (TDLR)-licensed Mold Remediation Contractor in accordance with Mold Assessors and Remediators Administration Rules (MARAR) under the jurisdiction of the TDLR and the Fungal Remediation Protocol prepared by Terracon Consultants, Inc.

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by the City of Mercedes. The City of Mercedes shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Payments to Contractors and Suppliers will be prepared and processed by the Owner after the work and material have been approved by the City of Mercedes Planning Department and with Owner's voucher payable directly to the Contractor.

Invoices/Applications for Payment: Applications for payment shall be made on Conditional Waiver and Release on Progress Payment. Upon completion of work, the Contractor shall submit Conditional Waiver and Release on Final Payment. It is the intention of the City of Mercedes to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided.**

SUBSTITUTIONS: Whenever a material, article, or piece of equipment is identified on the drawings or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner, of equal substance and function. Bidders that intend to submit responses using equivalent alternate products may submit their intent to do so before the question submission deadline listed in this document. Bidders intending to submit responses using equivalent alternate products are to include technical specifications with their submittals for evaluation as to the alternate product's equivalency. No equal shall be purchased or installed by the Contractor without the Owner's written approval.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, the City of Mercedes reserves the right to waive any inconsistencies and to make award in the best interest of the City of Mercedes.

Bids may be rejected, among other reasons, for any of the following specific reasons

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against the City of Mercedes.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgement of the City of Mercedes, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in the City of Mercedes.
8. Limited competition.

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and may be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION."** Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. The City of Mercedes and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF MERCEDES, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE

PERFORMANCE OF THIS AGREEMENT. VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

BOND REQUIREMENTS

Bid Bond

5% of the Bid Amount.

Power of Attorney

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of the City of Mercedes.

The cost for Bond premiums must be included in the Bid Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

SPECIAL CONDITIONS ON THE CONTRACT

1. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
2. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
3. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
4. **INSURANCE:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by the City of Mercedes.
 - 1) Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Automobile Liability:
 - a. Bodily injury — \$500,000 minimum combined single limit
 - 4) Contractual liability — same limits as above.

- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
1. Proof of Carriage of Insurance - All Certificates of Insurance will be required in duplicate and filed with the City of Mercedes at 400 S. Ohio Ave, Mercedes, TX 78570 prior to work commencing.
 2. All Certificates shall provide the City of Mercedes with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. All applicable coverage, certificates shall name the City of Mercedes and its officers, employees, and elected representatives as an additional insured.
 4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 5. The Contractor agrees to waive subrogation against the City of Mercedes, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 6. If applicable, the Contractor/Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies the City of Mercedes with the proper documents verifying the coverage.
5. **LABOR**: Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
 6. **TIME OF COMPLETION**: Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
 7. **WORKMEN'S SAFETY**: The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
 8. **SALES TAX**: Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

9. **MATERIAL SUBSTITUTION:**

- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
- B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best-known practices in each of the respective trades.

10. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.

11. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

12. **INDEMNIFICATION:** The Contractor agrees to fully indemnify and save whole and harmless the City of Mercedes from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

STATEMENT OF QUALIFICATIONS (Required for Submission)

At a minimum, responder's response must contain the following information:

- A. Responder's Experience and Qualifications: Must show experience with similar projects and proven working relations with other government entities. Produce all required certifications and licenses for the type of work for all employees and subcontractor's working on project. Provide copies of TDLR Mold Remediation Contractor licenses for the Prime Firm.
- B. Schedule: Provide an estimated project schedule to complete the scope of work described above.
- C. Safety: Provide information regarding firm's safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- D. Resumes: Provide resumes and copies of appropriate TDLR licenses of key personnel on the project

SELECTION CRITERIA

The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer. Proposals will be evaluated, but not necessarily limited to, the following factors:

Criteria	Points
Unit and/or Total Price	60
Experience with Similar Projects Proposed	20
Estimated Time for Completion	5
Evaluation of Offerors Ability to Perform	10
Completeness of Response to this RFP	5

The City of Mercedes reserves the right to select evaluation methods deemed most appropriate. Each proposal will be evaluated on a case-by-case basis, regardless of any previous evaluation method. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

PREVAILING WAGE RATES

MINIMUM WAGE RATES:

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments.
- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- F. The Contractor shall pay the City of Mercedes the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

SAMPLE

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE
TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$ _____) for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ day of _____, 20____, to _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein. **IN**

WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ day of _____, 20_____

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)

_____ (Seal)

(Principal)

(If Corporation)

_____ (Seal)
(Surety)

_____ by _____ (Seal)

SAMPLE

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF
THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$_____). For the payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein. **IN**

WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)

_____ (Seal)

(Principal)

(If Corporation)

_____ (Seal)
(Surety)

_____ by _____ (Seal)

SAMPLE CONTRACT

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§

KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this _____ day of _____, 20____, by and between the Owner, the City of Mercedes, and _____, hereinafter called the "Contractor."

WITNESSETH: That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work required by the Contract Documents' as per contract documents titled _____, City of Mercedes RFP No. 20__ - __. The Contractor shall complete the _____ no later than _____ (__) calendar days after start date agreed upon by the Owner and Contractor.

2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications heretofore prepared by the Terracon Consultants, Inc in response to City of Mercedes RFP No. 20 - , and are hereto attached and made a part of this contract the same as if written herein.

3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after "Notice to Proceed" issued by the City of Mercedes.

4. The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order, the contract sum of _____ Dollars (\$_____).

Materials	\$ _____
Services	\$ _____
Bonds	\$ _____
Total	\$ _____

5. Based upon applications for payment submitted to the Planning Department, the Owner shall make progress payments on account of the contract sum to the contract as follows: There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the contract price for thirty (30) days after final acceptance of the work.

- 6. The Contractor agrees to fully indemnify and save whole and harmless the City of Mercedes from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
- 7. The Contract Documents consist of this agreement and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.

This agreement executed the day and year first written above.

CITY OF MERCEDES
OWNER

CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: _____
TITLE: _____

BY: _____
TITLE: _____

Funds Available, Certified By:

Nereida Perez
Finance Director

Approved as to form:

City Attorney

**SAMPLE
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from The City of Mercedes (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of The City of Mercedes (owner) located at _____ (location) to the following extent: _____ (job description).

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to The City of Mercedes (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_, by _____.

Notary Public in and for the STATE OF TEXAS

**SAMPLE
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from The City of Mercedes (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of The City of Mercedes (owner) located at

_____ (location) to the following extent:
_____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to The City of Mercedes (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__,
_____.

Notary Public in and for the STATE OF TEXAS

REFERENCES

Please list three (3) references, **other than past or present employees of City of Mercedes**, who can verify your performance as a Respondent. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for City of Mercedes to determine Respondent's ability to provide the intended goods or service of this request. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the company has completed a project of similar size and scope of work in the Request. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

Failure to supply required references will deem Respondent as non-responsive and will not be considered for award.

Respondent involvement with reference checks is not permitted. Only City of Mercedes or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

*****DO NOT LIST CITY OF MERCEDES AS A REFERENCE*****

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Offeror, agrees this bid becomes the property of The City of Mercedes after the official opening.

The undersigned agrees, on behalf of Bidder, that if the proposal is accepted, Offeror will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Offeror, nor any employee of the City of Mercedes, and that the contents of this bid have not been communicated to any other Offeror or to any employee of the City of Mercedes prior to the official opening of this bid.

Respondent hereby assigns to The City of Mercedes all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. **Failure to sign and return this form will result in the rejection of the entire response.**

Signature _____ **X**
Authorized Representative

LEGAL NAME AND ADDRESS OF COMPANY:

Tel. No. _____ Date _____
Name _____
Title _____
FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED. THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPIES MUST BE RETURNED WITH RESPONSE!



Did you provide References,
sign your Response and/or
your Addendum?

If not, your Response
will be rejected.

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual tradingas _____

_____Principal offices are in the city of _____

DUNS Number: _____

NAICS Code: _____

THE ORIGINAL AND ONE (1) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Offeror certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Bidder will notify the theCityofMercedes. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS **EXEMPT** FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above. Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!

PROPOSAL BID

Having read and understood the Instructions to Bidders and Specification, we submit the following bid:

*LUMP SUM BID _____ DOLLARS

*(\$ _____)

EARLIEST POSSIBLE START DATE: _____

TOTAL CALENDAR DAYS TO COMPLETE PROJECT: _____

Said amount being hereinafter referred to as the Base Bid or Base Bid Proposal. This total represents an aggregate total where more than one (1) unit of work is being used.

Bidder must breakdown bid into the following categories:

Materials	\$ _____
Services	\$ _____
Required Bonds	\$ _____
Total	*\$ _____

* The sum of the amounts bid for Materials, Services and Required Bond(s) must equal the Total Lump Sum Bid requested above.

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the City of Mercedes is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of The City of Mercedes. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

City of Mercedes
400 S Ohio Ave
Mercedes, TX 78570