REQUEST FOR PROPOSALS Open Pavilion Weatherization Jim Wells County Fairgrounds

Pavilion Weatherization - RFP # # 2022 – 008

Jim Wells County is requesting bid proposals to weatherize the Open Pavilion at the Jim Wells County Fairgrounds. Bid proposals will be accepted to weatherize the Open Pavilion at the Jim Wells County Fairgrounds as described below:

- 1 A design to merge the roof structures between the Open Pavilion and the Merchants Building and include a plan for complete rainwater drainage.
- 2 The west wall of the pavilion will be fully enclosed with a 16 ft x 14 ft opening and roll up door.
- 3 The south and east walls will be covered to a height of 7 ft (opening on the bottom) with the east wall also having a 16 ft x 14 ft opening (no roll up door) as well.
- 4 Metal exterior siding on all walls to be the same or similar to that of the existing merchant building. Interior sides to be left open in the same manner as the merchant building.

Jim Wells County, (hereinafter "County"), is inviting proposals from licensed and qualified vendors (hereinafter "Bidder") to provide services for the weatherization of the Open Pavilion at the Jim Wells County Fairgrounds as described above. A copy of this RFP can be obtained from the County's website at https://www.co.jim-wells.tx.us/page/co.county.bidding until the expiration date of this solicitation. It is incumbent upon the Bidder to check the website for additional information and/or addendums.

Timeline Schedule:Project must be completed on or before October 13, 2022.Deadline for submitting RFP:September 12, 2022 no later than 9:00 amProposals shall be submitted to:Jim Wells County Judge200 N. AlmondAlice, Texas 78332Please mark the package clearly— Pavilion Weatherization - RFP # # 2022 – 008

Any requests for additional information pertaining to the specifications and requirements should be directed in writing by fax or email to Rogelio Mercado, County Extension Agent-ANR Phone: 361-668-5705, Press 7 Fax: 361-668-2802 Rogelio.Mercado@ag.tamu.edu No proposal will be considered which is not submitted and signed by a proper official of the supplier and submitted in a sealed envelope. No telephone, or faxed proposal will be accepted.

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1. Intent of Request for Proposals (RFP), and Bid Requirements

- Intent of Request for Proposals (RFP)

The purpose of this Request for Proposals is to solicit competitive sealed proposals from qualified and experienced individual(s) or firm(s) to provide services for the weatherization of the Open Pavilion at the Jim Wells County Fairgrounds as described above. The successful Contractor will be expected to provide all tools, transportation, labor, and equipment necessary to perform the required duties herein.

- Bid Requirements.

Bids must be submitted in a timely manner. Bids must be signed by an official of the company authorized to bind the offeror. The proposed price shall be good for a period of at least one hundred twenty (120) days from the submittal date. Jim Wells County reserves the right to refuse any and all bids and to waive any technicalities and formalities. JIM WELLS COUNTY reserves the right to negotiate with all qualified offerors and reserves the right to cancel this solicitation in part or in its entirety if it is in the best interest of JIM WELLS COUNTY to do so. Any agreement for services is subject to board approval.

This solicitation does not commit JIM WELLS COUNTY to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

2. Scope of Service

2.1. Fees. Contractor is responsible for all permits, fees, inspections, certifications and approvals necessary to demolish the buildings as outlined by the standards established by federal, state, and local authorities.

2.2. Project Schedule. The project will proceed in a single phase. Contractor shall complete weatherization of the structure as described above within thirty (30) calendar days of Notice to Proceed.

2.3. Dumping Requirements: All demolition debris must be taken to a licensed landfill.

2.4. Infrastructure Protection: Contractor will be liable for any damage to public property.

2.5. Safety: .Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. Before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other

devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must insure the safety of their workers by adhering to industry best practices, OHSHA safety, and traffic safety guidelines as applicable for the activity being performed.

3. Outline of Expectations

The successful bidder shall clearly possess an understanding of the scope of work required including:

- 1. Permitting and clearances
- 2. Project completion documentation.
- 3. Possess the required licenses, insurance, bonding, etc.

In addition, Contractor will assure that all construction permitting, abatement, demolition and debris removal will comply with applicable State and Federal regulations and procedures covering demolition, i.e., Texas Dept of Environmental Quality, OSHA, Texas Labor Commission, and Federal Department of Transportation.

4. Insurance Requirements Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
- Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.
- Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Texas and employers' liability with limits of \$1,000,000 per accident.
- Each insurance policy required by this Agreement shall contain the following clauses:

-This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to JIM WELLS COUNTY.

-It is agreed that any insurance or self-insurance maintained by JIM WELLS COUNTY, its elected and appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, accepting policies for Workers' Compensation and Professional Liability shall contain the following clause:

- Jim Wells County, its elected and appointed officials, employees, agents and volunteers are to be named as additional insurers as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with JIM WELLS COUNTY.

Insurance is to be placed with insurers acceptable to and approved by JIM WELLS COUNTY. Contractor's insurer must be authorized to do business in Texas at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by JIM WELLS COUNTY. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by JIM WELLS COUNTY as a material breach of contract.

JIM WELLS COUNTY shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by JIM WELLS COUNTY before work commences.

JIM WELLS COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by JIM WELLS COUNTY. At the option of JIM WELLS COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects JIM WELLS COUNTY, its elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to JIM WELLS COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

6. Furnishing of W-9: Payment under this Agreement is contingent upon Contractor furnishing JIM WELLS COUNTY with a signed and completed W-9 IRS tax form. Contractor shall cooperate with JIM WELLS COUNTY in furnishing any additional information JIM WELLS COUNTY may need to comply with rules and regulations of the Internal Revenue Service.

7. Evaluation and Award The contractor selection will be based on proposed Contractor pricing. Price will be based on the total bid amount and not parcel by parcel. JIM WELLS COUNTY reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in its best interest. JIM WELLS COUNTY encourages and welcomes bids from women-owned and minority-owned businesses. Bidders must be in good standing with JIM WELLS COUNTY.

8. Bid Submittals Those wishing to submit a bid for the project must provide, at a minimum, the following items:

- Proof of all other appropriate professional licensing as required by the State of Texas
- A disposal and recycling plan for all structures and debris removed from the site
- Proof of Insurance, General Liability, Workers Comp, Automobile (must be current)