

Comstock VVCWCID PWS#2330003

RFB: CSWCID-4222021

160K Gallon Potable Water Storage Tank Painting

ARTICLE 1. SOLICITATION INSTRUCTIONS

- **VENDOR REGISTRATION**

All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell must be registered to do business. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered.

- **EQUAL OPPORTUNITY**

- **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No Offer submitted to the shall be considered, nor any Purchase Order issued, or any Contract awarded unless the Offeror has executed and filed with the Board of Directors Office a current Non-Discrimination Certification. Offerors shall sign and return with their Offer, the Non-Discrimination Certification contained in the Solicitation.
- **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- **SOLICITATION**

- **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the Board of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The Board assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.

- **WRITTEN EXPLANATIONS OR CLARIFICATIONS**

- Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the Board, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.

- **PRE-BID / PROPOSAL / RESPONSE CONFERENCE**

- If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.

- **PREPARATION OF OFFERS**

- **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.

- **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid/Proposal/Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the Board.
- **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the Board.
- **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
- **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
- **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and their tender delivery to the Board.
- **Payment:** Payment terms shall be net 30 days.
- **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the Board shall be the sole responsibility of the Proposer.
- **Proprietary Information:**
 - All material submitted to the Board becomes public property and is subject to the Texas Open Records Act upon receipt.
 - If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The Board will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
 - Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.

- **Taxes:** Purchases of Goods or Services are usually exempt from City, County, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Board. Under no circumstances shall the Board be liable to pay exempt taxes under any Contract.
- **RESTRICTIONS ON CONTACTS:**
 - During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.
 - During the no-contact period, a Respondent may not make a representation to a Board Official or to a Board Employee other than to the Authorized Contact Person This prohibition also applies to a vendor that communicates and then becomes a Respondent.
 - The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a BOARD Official or a Board Employee other than the Authorized Contact Person.
 - If the Board withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn, or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.
 - For a single vendor award, the no-contact period shall expire when the first of the following occurs, contract is executed, or Solicitation is cancelled.
 - For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.
 - The Authorized Agent may allow Respondents to make representations to BOARD Employees or BOARD Representatives in addition to the Authorized Contact Person for a Solicitation that the Authorized Agent finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Authorized Agent's finding and additional Board Employees or Board representatives who may be contacted must be included in the Solicitation documents.
 - Representations to an independent contractor hired by the Board to conduct or assist with a Solicitation will be treated as representations to a Board Employee.
 - A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Authorized Agent.
 - A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Board Members on the Respondent's behalf.

The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.

- Allowed Representation
- If Board seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.
 - If Respondent wishes to send a complaint, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the Board members of the Val Verde County WCID, and to the President of the Board that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Authorized Agent shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the Authorized Agent's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Board under this subsection.
 - If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.
 - A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a Board Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a Board Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Board member, a Board members' aide, or of a board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
 - This Article allows representations:
 - made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;
 - required by Financial Services Department protest procedures for vendors;
 - made at a Financial Services Department protest hearing;
 - made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or

- **Late Offers:** Offers must be received in the Purchasing Office prior to the Due Date and time. All Offers received after the Due Date and time are considered late and will be returned to the Offeror unopened. The clock of the Board Secretary is the time of record. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The Board will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.
- **MODIFICATION OR WITHDRAWAL OF OFFERS**
 - **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
 - **Withdrawal of Offers:** Offers may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.
- **OPENING OF BIDS** The Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud as may be appropriate.
- **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION**
 - Proposals/Qualifications Statements will be opened in a manner that avoids disclosure of the contents. At its sole discretion, the Board may release to the public information that is contained in an opened Proposals/Qualifications Statement after review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the Board determines that the disclosure will not create a competitive disadvantage for the Board.
- **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS**
 - **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the Board may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the Board. Offers that specify an “all or none” award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror’s prices for an item will present a rebuttable presumption of irresponsibility.
 - **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the bidder who provides good or services at the best value for the VVCWCID. Request for Quotations - Sale and Invitation for Bids - Sale will be awarded to the Highest Responsible Offeror.
 - **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances

will the VVCWCID be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized Representative.

- **EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES**

- **Competitive Selection:** The successful Proposer will be selected by the Board on a rational basis. Evaluation factors of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

- **RESERVATIONS**

- The Board expressly reserves the right to:
 - specify approximate quantities in the Solicitation;
 - extend the Solicitation closing date and time;
 - waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
 - waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
 - add additional terms or modify existing terms in the Solicitation;
 - reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation.
 - reject an Offer received from an Offeror who is currently debarred or suspended by the Board, City or State;
 - reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
 - reject an Offer that contains fraudulent information;
 - reject an Offer that has material omissions;
 - reject or cancel any or all Offers;
 - reissue a Solicitation;
 - procure any item by other means;
 - consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the Board; and/or
 - reject an Offer because of unbalanced unit prices.

- **NEGOTIATIONS OF PROPOSALS**

- The BOARD reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.

- **CONTRACT INCORPORATION**

- Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the

VVCWCID Board as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.

- **OPPORTUNITY TO PROTEST**

The Authorized Agent has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the Board of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Authorized Agent may dismiss your complaint or protest.

- **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the Board in writing of the alleged deficiency before that date, giving the Board an opportunity to resolve the situation prior to the Offer Due Date.
- **After Offer Due Date:** If you submit an Offer to the Board and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the Board as stated above.
 - You must submit your protest in writing and must include the following information:
 - your name, address, telephone, and fax number;
 - the solicitation number and the CIP number, if applicable;
 - a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
 - Your protest must be concise and presented logically and factually to help with the Board's review.
 - When the Board receives a timely written protest, the Authorized Agent will determine whether the grounds for your protest are sufficient. If the Authorized Agent decides that the grounds are sufficient, the Authorized Person will schedule a protest hearing, usually within five (5) working days. If the Authorized Agent determines that your grounds are insufficient, the Board will notify you of that decision in writing.
 - The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an

adversarial proceeding. Those who may attend from the Board are: representatives from the department that requested the purchase, the Legal Department, the VVCWCID Office, and other appropriate Board staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- A decision will usually be made within fifteen (15) calendar days after the hearing.
- The Board will send you a copy of the hearing decision after the appropriate Board staff has reviewed the decision.
- When a protest is filed, the Board usually will not make an award until a decision on the protest is made. However, the Board will not delay an award if the Board of President of the Boar or the Authorized Agent determines that:
 - the Board urgently requires the supplies or services to be purchased, or
 - failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Board will notify you and make every effort to resolve your protest before the award.

- **POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR**

- **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the Board.

ARTICLE 2. DESCRIPTION OF PROJECT

2.1 COMSTOCK VAL VERDE COUNTY WCID is considering a construction project to refurbish and paint the 160,000-gallon Potable Water Storage Tank.

2.2 General and preliminary work will be scheduled to take place after contract is awarded. Vendor will provide all labor, materials, equipment and supplies as necessary for the repainting of Water Storage Tanks. See “Scope of Work” in Technical Specifications for specifics.

ARTICLE 3. BIDDING PROCEDURES

3.1 Bids shall be prepared on the forms provided in Section IV and include the following:

a. **Completed “Contractor’s Bid for Construction Services Contract”:** Bidder must complete in its entirety the contractor bid form labeled, “Section VI, Contractor’s Bid Documents, A. Contractor’s Bid for Construction Contract which will set forth Contractor’s bid on the project.

b. **Completed “Qualification Package”:** Bidder shall fully complete the “Qualification Package” forms which follow Section IV *infra* titled, “Contractor’s Bid Documents.” It is very important that Bidder complete in detail the references form included in the Qualification Package. Bidder may include a more detailed written description of the references provided and the work performed for each referenced firm highlighting significant accomplishments, if desired.

c. **License Numbers and Resolution.** The Bidder shall submit with its Bid, the Services Vendor's License number(s) applicable to the work to be performed, and a copy of a corporate or LLC resolution certified either by the Secretary of the Corporation or by a Member of the LLC that the resolution passed at a meeting of the board of directors of the corporation or by the members of the LLC, validly called, at which a quorum of board members or LLC members were present, indicating who within the Bidder's organization has legal authority to bind the organization on a contract.

3.2 a. Prices quoted in the Bid(s) are to include all applicable federal, state and local taxes.

b. Prices are to include the cost of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for the performance and completion of the work, except such as may be otherwise expressly provided for in the Bid documents.

3.3 In the event of a discrepancy between the prices quoted in the Bid in words and those quoted in figures, the words shall control.

3.4 Submission of the Bid. Subject to the following procedures and requirements, Bids may be submitted electronically or via delivery of a hard copy of the Bid Documents to Comstock VVCWCID on June 9, 2021 by 7:01pm.

a. Bidder may mail the **containing the information described in Article 2.1 above.** to the following address:

Mary Fritz
236 School Street
COMSTOCK, TEXAS 78837

3.5 No oral or telephonic Bids will be considered. No oral or telephonic modifications to Bids will be considered. Modifications to Bids submitted may be made electronically or via the delivery of a hard-copy of the modified Bid Documents, if the modified Bid Documents are delivered in accordance with the rules set forth in 3.4 above on or before the 7:01 o'clock P.M. Central Standard Time on the Bid due date.

3.6 A Bidder may withdraw its Bid(s), either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

3.7 A person, firm or organization who/that have submitted a sub-Bid to a Bidder, or who has quoted on materials to a Bidder, is not disqualified from submitting a sub-Bid or quoting to other Bidders.

3.8 Unless otherwise provided for in any addendum to these Bid Instructions, no Bidder may withdraw, modify, or cancel its Bid(s) for a period of one hundred twenty (120) days after the time designated for receipt of Bids. N688790

ARTICLE 4 COMMUNICATION AND QUESTIONS

Any questions or requests for clarification of this proposal should be directed to:

Gregory Velazquez
Water Superintendent
Ph-830-422-1573 email: gv.sfswtp@att.net

Clarification or direction by other persons with the Comstock VVCWCID is not permitted during the RFB process.

General or procedural questions can be addressed by telephone. Technical or scientific questions must be submitted by facsimile or email and must be received at least three (3) business days before the due date for the proposals. All questions and responses will be provided to all parties present at the site visits.

ARTICLE 5. EXAMINATION OF DOCUMENTS

5.1 The Board reserves the right to make additions, deletions, or modifications to the Bid documents in writing by amendment at any time prior to the closing date. If, in the opinion of the BOARD, any such change causes an increase in the time required for submission of Bids, the BOARD may, at their sole discretion, adjust the closing date and time accordingly.

5.2 The Bidder shall examine the Bid documents carefully and, not later than three (3) days prior to the date for receipt of Bids, make a request for interpretation or correction of any ambiguity, inconsistency, or error which it may discover. All requests shall be made in writing, including postal services, next day services and via email, addressed to the Comstock VVCWCID

5.3 All interpretations and corrections shall be issued in writing by the BOARD in the form of an Amendment. The Bidder shall not rely on any interpretation or correction given by any other method.

5.4 Prior to receipt of Bids, addenda, if required, will be mailed to each Bidder who has requested and/or has been sent the Bid documents.

5.5 The failure of any Bidder to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve the Bidder from obligations and responsibilities with respect to its Bid or to the Fixed Price Construction Contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

ARTICLE 6. REPRESENTATIONS

6.1 Inspection Reports are available for review by bidders upon request. Request may be requested by submitting request via email to: gv.sfswtp@att.net. No mandatory pre-bid meeting required.

6.2 By submitting a Bid, each Bidder represents that it is familiar with existing conditions under which the work will be performed.

6.3 a. The Bidder, by submitting its Bid, represents that it has read and understands the Bid documents, and by submitting a Bid acknowledges acceptance of all the Terms and Conditions of the Bid Documents as defined in 1.2 of these Bid Instructions.

b. Any exceptions to the Construction Contract Documents shall be stated on the Vendor's Letterhead, if available, and submitted with its Bid. Exceptions shall be stated clearly and concisely. If the Bidder has exceptions, alternative wording shall be provided for consideration by Bidder to the BOARD.

c. The Bidder, by submitting a Bid, certifies that the Construction Contract Documents, have been reviewed and accepted by the Bidder, or that the Bidder has noted its exceptions to the Construction Contract Bid Documents with its Bid.

6.4 The Bidder shall submit with its Bid, the Bidder's License number(s), if applicable to the work to be performed, and a resolution indicating who within the Bidder's organization has authority to bind the organization.

ARTICLE 7. SUBSTITUTIONS

7.1 a. Each Bidder represents that its Bid is based upon the specifications, materials and equipment described in the Bid documents, unless substitutions have been permitted in advance.

b. All Bids containing substitutions shall be accompanied by full and complete technical specifications for approval purposes. The BOARD Representative may request such other information as may be required for approval either before or after receipt of bids.

ARTICLE 8. COMPLETION TIME

The Bidder shall specify in its Bid the number of calendar days required to complete the work described. All costs included in the Bid shall be for the work to be completed within that period.

ARTICLE 9. ADDITIONAL REGULATIONS

9.1 this section exempted

ARTICLE 10. BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS

A Bid Guaranty and Performance and Payment Bonds are required for contracts involving construction or facility improvements exceeding \$100,000.00. If Bidder's Bid exceeds \$100,000.00 the following shall be applicable:

10.1 Bidder shall provide a bid guarantee equivalent to five (5%) percent of the bid price ("Bid Guarantee"). The Bid Guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument which shall accompany Contractor's Bid as assurance that Contractor shall upon acceptance of its Bid execute such contractual documents as may be required within the time specified.

10.2 Bidder shall provide a performance bond in the full amount of the Contractor's Bid Price, guaranteeing the performance of the terms of the Fixed Price Construction Services Contract for the stipulated price within the time specified for completion ("Performance Bond").

10.3 Bidder shall provide a payment bond in the full amount of the Contractor's Bid Price assuring payment as required by statute of all persons supplying labor and materials in the execution of the work provided for in the Fixed Price Construction Services Agreement ("Payment Bond").

10.4 Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR, part 223, "Surety Companies Doing Business with the United States."

10.5 Bidder shall include the original bid guarantee, the original performance bond, and the original payment bond with its "Contractor's Bid Documents" submitted to BOARD.

ARTICLE 11 EVALUATION OF BIDS

11.1 Bids will be opened and evaluated privately after the deadline for receipt of Bids.

11.2 Bids will be evaluated based on the following factors:

- Cost to COMSTOCK VVCWCID
- Ability to meet technical specifications and scope of work
- Warranties provided by Contractor
- Contractor's qualifications and references
- Ability and history of successful completion of contracts of this type, meeting projected

schedules, and overall experience performing similar work

- Material Vendors or Sub-Contractors used
- Exceptions to terms set forth in Vendor Agreement provided by Bidder

11.3 All bidding documents received are considered confidential and will not be released.

11.4 The award of the Fixed Price Construction Services Contract for the work described in the Scope of Work/Technical Specifications, if made by BOARD, will be made to the responsible and qualified bidder. However, Comstock Val Verde County WCID shall determine, in its own discretion, which Bid best meets the requirements and qualifications of the Scope of Work/Technical Specifications and Construction Services Contract and whether it is in the best interests of BOARD to accept the Bid. Therefore, Bidder should ensure that all information requested is included in its Bid.

ARTICLE 12. TIME PERIOD FOR EVALUATION OF BIDS; REJECTION OF BIDS; IRREGULARITIES

12.1 BOARD reserves the right to hold any or all Bids for a period of up to one hundred twenty (120) calendar days.

12.2 BOARD shall have the right to take up to one hundred twenty (120) calendar days to evaluate the Bids submitted and to make a decision.

12.3 BOARD reserves the right to accept or reject any or all Bids or any combination thereof, to withhold an award for any reason it may determine, or to waive any irregularities or informalities in the Bids or in the submission of Bids.

ARTICLE 13. FORM OF AGREEMENT

The form of agreement that will be used shall be a "Fixed Price Construction Services Contract." A template of the above-mentioned contract and the terms and conditions incorporated by reference into said agreement may be found at Bid Opportunities webpage: PWWSC.COM. The final form of agreement presented to the Contractor selected to perform the work may vary from the template format attached hereto, depending on the Bid documents submitted by Contractor and other facts and circumstances deemed relevant by BOARD.

ARTICLE 14. LAW

The laws of the state of TEXAS shall govern the construction and interpretation of these Bid Documents and the construction and interpretation of the Fixed Price Construction Services Contract. The work performed by the Contractor to whom the Fixed Price Construction Services Contract is awarded must comply with the ordinances of the BOARD as well as with TEXAS state law, Val Verde County ordinances, federal law and any other laws and/or ordinances which may be applicable to the work to be performed.

ARTICLE 15. DAVIS-BACON WAGE RATES

15.1 this section not applicable

ARTICLE 16. CONTRACTING WITH SMALL BUSINESSES, MINORITY-OWNED FIRMS AND WOMEN'S BUSINESS ENTERPRISES

COMSTOCK VVCWCID encourages small businesses, minority owned firms and women's business enterprises to bid on COMSTOCK VVCWCID jobs that they are qualified to bid on. Contractors are encouraged to utilize, as much as possible, small businesses, minority owned firms and women's business enterprises as subcontractors.

ARTICLE 17. COMSTOCK VVCWCID OPPORTUNITIES WEB PAGE

WWW.PWWSC.COM

The BOARD Bid Opportunities Web page will display all pending RFB, RFPs, etc., issued by the BOARD as well as any amendments issued to such RFBs, RFP's, etc. It shall be the Bidder's obligation to check the BOARD/CAS Bid Opportunities Web page to view and obtain copies of amendments and announcements related to the RFB they seek to bid on.

SECTION II

PRE-BID MEETING/SITE VISIT INFORMATION

There is NO MANDATORY pre-bid/site visit meeting scheduled for this project.

SECTION III

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Water Storage Tank System Renovations/Painting

Bid Requirements - Base Bid

160,000-GAL TANK (interior and exterior) _____

Three-coat high build zinc-epoxy-epoxy system manufactured by Sherwin Williams Corporation.

a. (full) Primer-Coat – Corothane I Galvpac Two-Pack Zinc-rich Primer B65 Series applied at 2.5 – 3.5 Mils DFT.

Pit Filler – All designated pits shall be filled with Sherwin Williams Steal Seam FT-910. Follow Sherwin-Williams's recommendations for application methods/procedures. Payment for this item be based on unit pricing provided by the Contractor in the bid.

b. Stripe-Coat – All vertical/horizontal seams, ceiling overlapping plate edge, ceiling support beams, support columns, ceiling to shall joint, nuts, bolts, ladders, pits, and all other irregular surfaces shall receive one (1) coat of Macropoxy 646 PW, B58 Series (Light Blue/Mill White) applied to a dry film thickness of 2.0 – 3.0 Mils DFT. Application shall be spray and back brush and/or rolled. Applied coating shall not be recoated until minimum recoating time has been satisfied as per manufacturers recommendations.

c. (full) Intermediate Coat- Macropoxy 646 PW, B58 Series (Light Blue/Mill White) applied at 4.0 – 6.0 Mils DFT.

d. Finish Coat: Macropoxy 646 PW applied at 4.0- 6. Mills DFT.

Apply polyurethane caulking to any open, gapped or lapped roof seems on completion of coatings.

EXTERIOR Scope of Work

Prep: Power wash hand clean as necessary to remove all loose rust, loose paint, and scale

Primer coat - FULL prime with Sherwin Williams Pro-Cryl Universal Primer or Tnemec Universal Primer equivalent, Off- White in color and applied at Four to Eight (4-8) mils dry film thickness.

Finish coat - Apply one finish coat of Sherwin Williams Hi-Gloss Sher-Cryl HPA Acrylic coating or Tnemec Hi-Gloss equivalent finish paint. Owner's choice of color and applied at Two-Four (2-4) mils dry film thickness.

ADDITIONAL REPAIRS –

Replace 24” roof manway with a 30” roof manway

Remove the existing 24” roof manway and replace it with a steel 30”

TCEQ, AWWA, and OSHA approved 30” roof manway. The 30” roof manway

shall have a raised curbing at least four inches in height with a

lockable cover that overlaps the curbing at least two inches in a

downward direction.

Re-letter tank as is.

General Bid Breakdown

- 1) Mobilization/demobilization –
- 2) Tank Modifications –
- 3) Tank Coatings –
- 4) Measurement

I. GENERAL CONDITIONS

A. Bid Requests

1. This project will involve repairs and/or modifications to the steel tanks to meet current requirements and recoating of the surfaces. All work will need to be done in conformance with applicable Federal EPA water system guidelines. The work on the tank(s) will also need to be scheduled as necessary to prevent impact on the water storage and use needs of the BOARD. All work should be completed prior to September 20, 2021

B. Site Conditions

1. Regular working hours are from 8:00 AM to 4:00 PM. Other arrangements may be mutually established in advance with BOARD'S Technical Representative. Under no circumstances shall any construction work take place during non-daylight hours.
2. Contractor must take the proper precautions to assure that day sleepers are not affected by the construction.
3. Water service shall generally remain operable at all times. If the water service to the complex needs to be shut down to perform a specific task, the Contractor shall schedule the shut-down with BOARD at least one week prior to the scheduled shut down, or as agreed upon.
4. The contractor shall be responsible for supplying any water as may be needed for dust control, etc. Contractor may bring in a portable toilet at their own expense that can be located closer to the project site.
5. General use forklifts and other machinery will not be provided and are the responsibility of the contractor to provide if needed. Limited forklift use (i.e. loading/unloading equipment) may be available with prior coordination with BOARD at no cost to the contractor.
6. The contractor shall be responsible for removing all demolition debris and garbage from the complex in a timely manner. The contractor shall also work with BOARD'S Technical Representative for any demolished equipment that may be salvaged for future use by BOARD although none is anticipated.
7. A designated area in the vicinity will be provided to the Contractor for staging and storage of materials.
8. BOARD reserves the right to perform work or have other contractors working in the project area during the course of this contract. Coordination between BOARD and Contractor will be required if this is to occur.
9. Contractor shall at all times keep their work area free from accumulations of waste material or rubbish, and prior to completion of work, remove any rubbish, tools, equipment and materials not the property of the COMSTOCK VVCWCID from the premises.
10. Upon completion of the work, the contractor shall leave the work area and job premises in a clean, neat, workmanlike condition satisfactory to BOARD's Technical Representative.
11. Contractor shall submit weekly log activity forms to the BOARD in a timely manner, as may be determined by the BOARD Technical Representative.

C. Codes and Standards – Safety

1. Contractor shall comply with the requirements of all applicable provisions of the latest edition of the International Code Council publications (Building, Electrical, Plumbing, etc.) as well as other applicable State and National Codes.
2. Contractor(s) shall comply with the requirements of the EPA's Safe Drinking Water Act, as well as other applicable EPA guidelines.

3. Contractor(s) shall be aware of and comply with all OSHA requirements and regulations. Contractor(s) shall take all measures necessary to protect their employees and KPNO personnel and visitors in adjacent areas from injury related to the work. Appropriate barricades and signage shall be utilized. Adjoining facilities may be in use during the performance of this contract.

4. Any electrical power outages for the project must be scheduled in advance and coordinated with the BOARD representative.

5. Contractor(s) and personnel shall be licensed/certified in the State of TEXAS in the disciplines of any work to be performed (i.e. welding, etc.)

6. Contractor shall submit a confined space plan (tank area) for review by the NOAO Risk Manager. Contractor shall also submit applicable fall protection and lock-out-tag-out safety plans for review.

7. The Contractor is responsible for the proper protection of his materials and equipment until the completion of the project. This includes any necessary protection from inclement weather.

II. SCOPE OF WORK

DISINFECTION OF THE TANK:

5. All work shall be implemented in accordance with the American Water Works Association's Standard D102-011.

NSF CERTIFICATION:

6. All coatings in contact with potable water or applied to the inside wet area of the tank shall be listed by NSF International or UL under ANSI/NSF Standard 61, Section 5, Protective (Barrier) Materials, Potable Water Tank Coatings.

FIRST ANNIVERSARY INSPECTION:

7. Approximately 11 months after the completion of the work, the CONTRACTOR and VVCWCID and or the VVCWCID representative shall inspect the inside and outside surfaces of the tank, in accordance with Section 5.2 of AWWA Standard D102 to determine whether any repair work is necessary.

GUARANTEE:

8. The Bid shall be construed to contain a guarantee for a minimum of three (3) year for all materials and workmanship.

Any work proving defective within one year for the date of acceptance shall be redone without additional expense to the VVCWCID for labor or materials.

Three-coat high build zinc-epoxy-epoxy system manufactured by Sherwin Williams Corporation.

a. (full) Primer-Coat – Corothane I Galvpac Two-Pack Zinc-rich Primer B65 Series applied at 2.5 – 3.5 Mils DFT.

Pit Filler – All designated pits shall be filled with Sherwin Williams Steal Seam FT-910. Follow Sherwin-Williams’s recommendations for application methods/procedures. Payment for this item be based on unit pricing provided by the Contractor in the bid.

b. Stripe-Coat – All vertical/horizontal seams, ceiling overlapping plate edge, ceiling support beams, support columns, ceiling to shall joint, nuts, bolts, ladders, pits, and all other irregular surfaces shall receive one (1) coat of Macropoxy 646 PW, B58 Series (Light Blue/Mill Whit) applied to a dry film thickness of 2.0 – 3.0 Mils DFT. Application shall be spray and back brush and/or rolled. Applied coating shall not be recoated until minimum recoating time has been satisfied as per manufacturers recommendations.

c. (full) Intermediate Coat- Macropoxy 646 PW, B58 Series (Light Blue/Mill White) applied at 4.0 – 6.0 Mils DFT.

d. Finish Coat: Macropoxy 646 PW applied at 4.0- 6. Mills DFT.

Apply polyurethane caulking to any open, gapped or lapped roof seems on completion of coatings.

EXTERIOR Scope of Work

Prep: Power wash hand clean as necessary to remove all loose rust, loose paint, and scale

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Re-letter tank as is

III. CLOSE OUT AND COMPLETION OF WORK

A. Upon completion of the installation, the Contractor shall perform any necessary tests, and perform all required operational checks to ensure that the project has been completed in full accordance with the specifications. All tests or operational checks shall be performed in the presence of the BOARD'S Technical Representative. DTM TESTING SHALL BE PERFORMED AND REVIEWED BY BOARD REPRESENTATIVE.

B. System Acceptance: Satisfactory completion is when the Contractor has successfully performed all the required work and any testing necessary to show compliance with the requirements of the Contract Documents to the satisfaction of the BOARD and ELECTED MEMBERS. System acceptance shall be contingent upon completion and review of all corrected deficiencies.

**SECTION IV. CONTRACTOR'S BID
VENDOR'S FOR FIXED PRICE CONSTRUCTION SERVICES CONTRACT**

DATE: _____ CONTRACTOR'S NAME: _____

TO: COMSTOCK VVCWCID

1. By submitting this Bid, the Undersigned accepts all of the terms and conditions of the Bidding Documents as defined in 1.2 of the Instructions to Bidders.

2. In compliance with BOARDSs Request for Bid No. CSWCID-4222021 and Instructions to Bidders, the Undersigned hereby proposes to furnish all labor, materials, equipment and supplies to perform the work for BOARD's Project, titled, Water Tank Repainting Project in accordance with the Scope of Work/Technical Specifications, and pertinent Fixed Price Construction Services Contract.

3. The Undersigned hereby specifies, in accordance with Article 7, Completion Time, of Instructions to Bidders, that the work shall be completed within **calendar days** after signing the Fixed Price Construction Services Contract and receiving a written notice to proceed.

4. In accordance with the above completion schedule (Paragraph 3) and attached scope of work and technical specifications, the Undersigned hereby proposes to accomplish the work described above for the total of:

Total Base Bid of _____ **DOLLARS (\$).**

5. To facilitate the bid review process, please provide below a general cost breakdown of the bid total in Paragraph 4 above. Note that costs may include both material and labor or can be separated into cost for material and cost for labor. If an item that is listed is not included in this project, please enter a value of zero for this category. If more room is needed, a separate page may be used for the cost breakdown.

General Bid Breakdown

Mobilization/demobilization: _____ (\$). Tank Coatings: _____ (\$).

6. The cost of the bid guaranty (if required) is: _____ (\$).

7. The cost of the performance bond (if required) is: _____ (\$).

8. The cost of the payment bond (if required) is: _____ (\$).

(Legal Name of individual, firm or Corporation Bidding) _____

(Complete Business Address) _____

(Signature of Authorized Representative) _____

(Title) _____

RFB NO. CSWCID-4152021
Section A. Contract Information
Contractor Point of Contact

- 1. Name and Title: _____
- 2. Name of company: _____
- 3. Telephone number: _____
- 4. Fax number: _____
- 5. E-mail address: _____

Section B. Sub-contractor (ONLY if applicable)

- 6. Company Name: _____
- 7. Address: _____
- 8. Role in this contract: _____

Section C. BUSINESS REFERENCES:

On a separate sheet of paper, list five customers for whom your business is currently providing the same or similar services as those covered in the scope of work/technical specifications described in Section III of this RFB. Include all information requested below.

Please provide: the name of the business, the point of contact name and email contact information, the address, their phone and fax numbers and the type of project completed for the references:

You may include any other information or documentation that may assist COMSTOCK VVCWCID in evaluating your qualifications.

D. REPRESENTATIONS AND CERTIFICATIONS

Indicate your: D-U-N-S No. _____

Federal Emp. ID No. ____ - _____

SAM Registration (Yes or No) _____