

**ARANSAS COUNTY APPRAISAL DISTRICT**

**Request for Bids  
for  
Construction Services  
for the  
Roof Replacement Project at the  
Aransas County Appraisal District Offices**

**[March 12, 2019]**

## Table of Contents

- I. Background**
- II. Construction Services**
- III. Objectives**
- IV. Scope of Work**
- V. Selection Process**
- VI. Award of Contract**
- VII. Additional Instructions, Notifications, and Information**

### Attachments

- a. Exhibit A** – Construction Contract Form
- b. Exhibit B** – Sample Bond Forms
- c. Exhibit C** – Conflict of Interest Questionnaire
- d. Exhibit D** – W9
- e. Exhibit E** – Form 1295

## **I. BACKGROUND**

### **1. General Description**

Pursuant to chapter 2269 of the Texas Government Code, the Aransas County Appraisal District (“Aransas CAD”) invites the submittal of responses to this Request for Bids (RFB) from qualified firms interested in providing construction services in connection with the replacement of an approximately 6,000 sf roofing system at the Aransas County Appraisal District Offices, located at 11 Highway 35 North, Rockport, Texas 78382 (the “Project”).

The Project does not require an architect because the replacement of an existing roof does not involve the practice of architecture as defined by Section chapter 1051 of the Texas Occupations Code. The Project is anticipated to include the removal of the existing roofing system and installation of a new, equivalent roofing system onto the existing building.

Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in the RFB guidelines.

## **II. CONSTRUCTION SERVICES**

The construction services requested of Bidders is generally described as the removal of the approximate 6,000 sf existing roofing system and installation of a new, equivalent roofing system onto the existing building (the “Work”). Due to the location of this Project, the Work must receive a Certificate of Compliance for the completed roofing system from the Texas Department of Insurance’s Windstorm Inspection Program.

The selected Offeror will be also responsible for: obtaining all applicable permits and inspections, including TDI inspections; providing all necessary performance and payment bonds and insurance certificates; and providing Aransas CAD with all manufacturers' warranties and all operations and maintenance (O & M) manuals for all equipment installed.

#### **1. Purposes of RFB**

Aransas CAD proposes to retain a highly qualified, capable firm to act as its general contractor for the construction of the Project using the Competitive Bidding delivery method authorized by chapter 2269 of the Texas Government Code. Firms who participate in this RFB process are sometimes referred to as "Bidders", "Respondents", and "Offerors".

Aransas CAD seeks the lowest responsible bidder, as that term is used in section 2269.101. In accordance with section 2269.055, Aransas CAD will determine the lowest responsible bidder based on the specific criteria to consider provided in that section. Those criteria are as follows:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

Respondents must provide sufficient information to allow Aransas CAD to evaluate Bidders based on criteria above.

#### **2. Location**

The facility is located at 11 Highway 35 North, Rockport, Texas 78382.

#### **3. Mandatory Pre-bid**

A mandatory pre-bid conference for all interested parties will be held at the Aransas County Appraisal District Offices, **11 Highway 35 North, Rockport, Texas 78382** at **10:00 a.m. on April 24, 2019**. All parties interested in submitting a bid for this work **must be present**.

#### **4. Bid Opening**

Aransas CAD will be accepting sealed Bids until **10:00 a.m. on May 14, 2019**, at which time they will be opened publicly and the name of the offeror and the monetary

component of the Bids shall be read aloud. Any Bid received after bidding time will be returned unopened. Receipt of response does not bind Aransas CAD to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded.

**5. Project Budget**

The proposed budget for construction costs for this Project is \$95,000, inclusive of contingency.

**6. Project Duration**

Aransas CAD has established a target commencement date for construction activities as **May 28, 2019 or as soon as practical thereafter**. The projected completion date is estimated to be 45 days. Aransas CAD reserves the right to modify the commencement date, subject to Owner and Contractor availability, phase the construction of the Project, or modify the schedule as needed and determined by the Aransas CAD due to modifications in scope.

**7. Bid Bond**

**Each Bid must be accompanied by a certified check, cashier's check, or an approved Bid Bond** in the amount of **5%** of the Bid cost, payable to Aransas CAD without recourse, as a guarantee the Bidder will enter into a contract and execute 100% performance and payment bonds on the forms provided, within ten (10) days after the contract has been awarded.

Bid guaranty accompanying the Bid of the apparent low bidder will be retained until Contract is awarded and successful bidder executes Contract and furnishes required bonds and insurance, after which bid guaranty will be returned to the bidder. Bid guaranty accompanying the second lowest bidder will be retained until Contract is awarded. All other bid guaranties will be returned after Bid certification.

All Respondents acknowledge and guarantee that their Bid will remain open and the pricing therein is affirmed for 90 days after submission of the bid.

**8. Rights Reserved**

Bids shall remain open and may be held by Aransas CAD for Ninety (90) days for full evaluation and ranking of offerors. Based on its sole discretion, Aransas CAD reserves the right to determine the propriety of any bid and may disqualify any bidder based on an incomplete, inaccurate, or noncompliant bid. The Aransas CAD reserves the right to reject any or all of the Bids, to waive formalities, and to make an award to an Offeror in the order of ranking as outlined in this RFB and that the CAD determines will be in the best interest of the public. Bidders will be notified in writing of any determinations made by Aransas CAD pursuant to this section.

**9. Disclosure**

The State of Texas Local Government Code (Chapter 176) requires that all vendors seeking to do business with Aransas CAD file a disclosure questionnaire identifying any business relationship they have with an Appraisal District Board of Director or Aransas CAD staff member. The disclosure questionnaire is attached as **Exhibit C** and **must be submitted with your Bid**.

#### **10. Certificate of Interested Parties**

State of Texas Government Code (Chapter 2252) states that Aransas CAD may not enter into a contract with a business entity unless and until the business entity has submitted a completed Disclosure of Interested Parties (hereafter referred to as “Form 1295”) to Aransas CAD for filing with the Texas Ethics Commission (hereafter referred to as “TEC”). Instructions for completing this form are included in this project manual as **Exhibit E** and **must be submitted with your Bid**.

#### **11. Questions and Addenda**

Questions regarding this RFB or the services requested must be sent to the following persons prior to Bid Opening: Michael Soto, Chief Appraiser, [mikes@aransascad.org](mailto:mikes@aransascad.org); and De McLallen, Board Chairman, [demclallen@gmail.com](mailto:demclallen@gmail.com). Responses to all questions submitted will be communicated to each prospective Bidder if any modifications or additions are made as a result of questions submitted. Written addendum of any such change will be in writing to all known potential Bidders. Only written change notices issued through the CAD and signed by the Chief Appraiser and Board Chairman are valid. Any and all other changes are unauthorized and will be considered invalid.

### **III. OBJECTIVES**

Owner proposes to retain a highly qualified, capable firm to act as its general contractor for the construction of the Project. Firms who participate in this RFB process are sometimes referred to as “Bidders”, “Respondents” and “Offerors”. Owner will give prime consideration to the Offerors with significant, current experience in the management and construction of similar projects. Experience in construction of similar types of projects is essential.

### **IV. SCOPE OF WORK**

Owner anticipates the scope of work to consist of the following responsibilities:

All material procurement and purchasing and construction, installation, testing, and associated services required to remove the existing roofing system and install a new, equivalent roofing system onto the existing building. Due to the location of this Project, Offeror shall obtain a Certificate of Compliance for the completed roofing system from the Texas Department of Insurance’s Windstorm Inspection Program. The cost of the windstorm engineer will be borne by the successful bidder.

The selected Offeror will be also responsible for: obtaining all applicable permits and inspections, including TDI inspections; providing all necessary performance and payment bonds and insurance requirements; and providing the Owner with all manufacturers' warranties and all operations and maintenance (O & M) manuals for all equipment installed.

## **V. SELECTION PROCESS**

Respondents should prepare a sealed Bid responsive to all information requested in this RFB.

To demonstrate qualifications to perform the Work, each Bidder must include with its submission written evidence, such as financial data, previous experience, present commitments and other such data that meets the best value considerations outlined in section 2269.055 of the Texas Government Code. Each Bid must contain evidence of Bidder's qualification to do business in the state of Texas or covenant to obtain such qualification prior to award of the contract.

Aransas CAD will select the offeror that submits the Bid that offers the best value for the Owner based on the criteria in this request and its ranking evaluation. Owner reserves the right to and may contact Offerors with questions or clarifications relating to that Offeror's response to this RFB.

The bid set of Contract Documents, including the forms for the Agreement between Owner and Contractor, Bid Form, the Insurance Rider for Contractor Coverage, and the requisite bond forms are included with this RFB for Offeror evaluation prior to submission of a Bid.

Each Bid, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, shall include the following in one envelope furnished by BIDDER:

- One copy of Bid completed and signed.
- Acknowledgment of receipt of any Addenda issued.
- Required bid guaranty.
- Copy of Articles of Incorporation, Partnership Agreements and resolution or board minutes empowering signatory to bind bidder, attested by an officer of bidder.
- One copy of Insurance, completed and signed.
- Other Required information indicated in Contract Documents.

Bid shall include all specified items in this section and be placed in sealed envelopes furnished by BIDDER. Sealed bids shall be delivered to Michael Soto, Chief Appraiser, and De McLallen, Board Chairman, at the address set forth below on or before 10:00 a.m. central standard time on **May 14, 2019**. All submittals must be labeled on the outside with the Respondent's name and the name of the Project. Failure to submit Bid in these envelopes may subject bidder to disqualification. Bid must be delivered in person, by United States Mail, or by private courier service.

**Six (6) hard copies and one electronic copy (.pdf format preferred)  
of the responses are to be addressed to:**

**Aransas County Appraisal District  
c/o Michael Soto, Chief Appraiser, and De McLallen, Board Chairman  
11 Highway 35 North  
Rockport, Texas 78382**

When sent by in person, by United States Mail, or by private courier service, sealed Bid (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Bid to Owner with bidder's name and address, Project name, and Bid date and time. It is the sole responsibility of the Bidder to ensure timely delivery of Bid. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder.

Bid forms and contract documents can be obtained by contacting the Aransas CAD Chief Appraiser, Michael Soto, at [mikes@aransascad.org](mailto:mikes@aransascad.org); and Board Chairman, De McLallen, at [demclallen@gmail.com](mailto:demclallen@gmail.com). A non-refundable reproduction fee is required in the amount of Twenty-Five Dollars (\$25.00) for a hard copy set. Electronic copies will be provided at no cost.

## **VI. AWARD OF CONTRACT**

- 1.** OWNER reserves the right to reject any and all Bids, to waive any and all formalities not involving price, time, or changes in the Work with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.** In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 3.** If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project. The Total Base Bid will be the basis of evaluation.

4. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.
5. OWNER reserves the right to increase the value of the contract by adding alternatives described in the Proposal.

## **VII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION**

### **1. All Information True**

Respondent represents and warrants to Owner that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to Owner for consideration in the selection process shall be excluded.

### **2. Inquires**

Do not contact Owner during the selection process to make inquiries about the progress of this selection process. Such contact may result in disqualification. Respondents will be contacted when it is appropriate to do so.

### **3. Cost of Responses**

Owner will not be responsible for the costs incurred by anyone in the submittal of responses.

### **4. No Obligation**

Owner reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate Bids (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in Owner's best interest, or (6) cancel the entire process.

### **5. Statement of Statutory Compliance**

**Pursuant to section 2270.002 of the Texas Government Code, all Offerors submitting a Bid in response to this RFB must include with the Bid a verified statement that the Offeror does not boycott Israel and will not boycott Israel during the term of the Project if the contract is awarded to the Offeror. Failure to comply with this requirement is grounds for disqualification; however, Aransas CAD reserves the right to contact any Offeror who fails to comply initially to correct the omission or to confirm the Offeror's policy.**

**END OF DOCUMENT**