

Request for Competitive Sealed Proposals (“RFCSP”)
Demolition and Reconstruction of Wharton’s Dock
Road Low Water Crossing at San Julian Creek
CSP # 24-0822-6

EVENT	DATE
Issuance of RFCSP	9/5/2024
1 st Publication Date	9/11/2024
2 nd Publication Date	9/18/2024
Pre-Proposal Meeting/Tour (2:00 p.m.)	9/26/2024
RFCSP Question Deadline (5:00 p.m.)	10/3/2024
Proposal Submission Deadline (4:00 p.m.)	10/10/2024
County Consideration/Award	10/24/2024

A Pre-Proposal Meeting/Tour is scheduled to discuss the County's requirements under this RFCSP and tour the property described in this RFCSP. While attendance is at the discretion of the Proposer, those who do not attend will be deemed to have attended and to have received the information provided at the meeting/tour.

INTENT

Bandera County, Texas (hereinafter referred to as “County”) is requesting sealed proposals from qualified individuals interested in contracting with the County to provide demolition and reconstruction of the existing low water crossing located on Wharton’s Dock Road at San Julian Creek, Bandera, Texas. All proposals must be submitted on the form provided by the County, and further must be properly executed in the space(s) provided. The demolition site area and structures are illustrated on the plans prepared by T-Core Engineers, dated 02/03/2023, attached to this RFCSP (see Attachment A).

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit one (1) original of their proposal on the RFCSP Submission Form provided by the County. The original proposal must be clearly marked "Proposal for RFCSP # 24-0822-6" and include an original signature, in ink, in order to be accepted. Proposals must be received in the County Judge's Office no later than 4:00 p.m. (CST) on 10/10/2024. Proposals will be opened at that time and read aloud. It is the Proposer's sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. Any proposal received after 4:00 p.m. on 10/10/2024 shall not be considered.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer's approach and capabilities necessary to satisfy the requirements of the RFCSP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFCSP.

Proposals shall be delivered using one of the following methods:

Hand-deliver to:

County Judge
500 Main Street
Bandera, TX 78003

Mail to:

ATTN: County Judge
P.O. Box 877
Bandera, TX 78003

Ship to (FedEx, UPS, DHL, etc.):

ATTN: County Judge
500 Main Street
Bandera, TX 78003

PRE-PROPOSAL MEEING / TOUR

A pre-proposal tour and meeting to discuss the County's requirements pursuant to this RFCSP will be held on 9/26/2024 at 2 PM (CST) at the construction site located at approximately 1300 Wharton's Dock Road, Bandera, Texas 78003. Attendance at this pre-proposal meeting/tour is not mandatory but interested parties are encouraged to attend.

CHANGES, QUESTIONS AND INQUIRIES

Any and all questions regarding this RFCSP must be submitted in writing and addressed to Dieter Werner, Bandera County Engineer or emailed to dwerner@banderacounty.org. All e-mails must indicate "RFCSP # 24-0822-6 in the subject line. It is the sender's responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFCSP is 5:00 p.m. 10/3/2024.

No person has the authority to verbally alter the terms of this RFCSP. Any changes to this RFCSP will be made in the form of an Addendum which will be made available online at banderacounty.org. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFCSP and all Addendums will be posted on the County's website.

METHOD OF AWARD

Proposals will be evaluated by the County. The County will consider the completeness of a proposal and how well the proposal meets the needs of the County. This RFCSP may be awarded either to the lowest responsible Proposer or to the Proposer who will provide goods or services at the best value for

the County, in compliance with Texas Local Government Code, Section 262.006.

The County reserves the right to waive any informalities or technical errors, or consider alternate proposals and award as lump sum, individual basis, or any combination that in its judgment will best serve the interests of the County.

The County reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

The County reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with the County based on the County's standard contract terms and conditions, attached hereto as Exhibit "A" to this RFCSP.

SCOPE OF WORK

Demolition – The Proposer will be responsible for demolition, removal, and proper disposal of the entire existing low water crossing structure.

Certifications and permits – The Proposer will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

Reuse of Materials – No materials from the project are proposed for reuse by the County.

Salvage of Materials – Unless referenced otherwise in an Addendum, the Proposer shall take ownership and responsibility of all scrap/salvage materials.

Extent of Underground Demolition – The Proposer will be responsible for the demolition of the existing structures. Upon completion of demolition and clean-up, the property shall be returned to its natural state free of construction material and loose debris.

Responsibility for Temporary Facilities – The Proposer will be responsible for all temporary facilities necessary to successfully complete the project. Portable restrooms are required.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property, sidewalks, pedestrians, and streetscape and to ensure that existing structures in the area can operate normally without significant disruption during demolition activities. Any required street closures shall be approved by the County at least 48 hours in advance. Any damage to street, curb, or adjacent infrastructure will be at the responsibility of the Proposer.

Storm Water Containment – In order to block solids in storm water runoff, the Proposer must use silt screens or secure loose dirt by using temporary berm to avoid discharge to the creek. Storm water best management practices must be implemented.

Safety - The Proposer shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA Regulations. Precautions

and safety measures shall be provided for the safety of all workers. The Proposer shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Proposer shall provide information describing the specific safety measures/plans to be used in this project to protect personnel, public, structures and infrastructure. Proposal must include any/all fees related to this requirement.

Traffic Control – Proposer shall be responsible for preparing, submitting, and implementing a traffic control plan as necessary for the safe and efficient demolition and construction operations. The traffic control plan shall be submitted and approved by the County Engineer prior to issuing an authorization to construct.

EVALUATION CRITERIA

The following criteria will be used by County staff to evaluate the proposals:

- **Qualifications/Experience** – The qualifications and experience of the Proposer in demolition and construction of similar bridge/low water crossings. The proposal should describe Proposer’s qualifications, including years of experience. The proposal should also include examples of similar projects.
- **References** – Proposer shall provide a minimum of three (3) references for which the scope of work specifically included demolition and construction services.
- **Schedule/Fee**: The Proposer shall provide an estimated project schedule and timeline to complete the scope of work. Proposer shall provide the County with a lump sum fee to complete the scope of this RFCSP.

A Proposer’s prior performance on similar contracts may be considered in evaluating proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The County reserves the right to negotiate a best and final offer with the selected Proposer.

Evaluation of ranking firms submitting proposals will be based on the criteria shown in the following table. The selection will follow the Texas government Code. The firm that offers the best value to the County based on its ranking evaluation will be selected.

Criteria #	Criteria description	Category value
1	<u>Purchase price</u>	60
2	<u>Experience with similar projects</u>	20
3	<u>Management and staffing.</u> Proximity to the project site. Staff ability to be on site as needed. References. Provide references with all contact information for similar projects. Understanding and implementing the scope.	20
	Total score	100

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co- partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to Bandera County, Texas for consideration in the award of a contract on the improvement described as follows:

RFCSP 24-0822-6 – Demolition and reconstruction of the existing low water crossing located on Wharton’s Dock Road at San Julian Creek, Bandera, Texas

(Name of Firm)

By: (Authorized Signature)

Title:

Sworn to before me this ____ day of _____, 2024.

Notary Public

NOTARY SEAL:

Demolition and Reconstruction of Wharton's Dock Road Low Water Crossing
at San Julian Creek

RFCSP Submission Form

RFCSP # 24-0822-6

RFCSP Due Date: 10/24/2024

Submit to: Office of the County Judge
County of Bandera
500 Main Street
PO Box 877
Bandera, Texas 78003

Sealed proposals must be submitted on this form only. **Proposers are required to submit one original RFCSP submission form.**

The RFCSP Submission Form **MUST** be signed by an authorized representative. Original signature required.

Proposal for complete demolition, removal, and reconstruction of the existing low water crossing located on Wharton's Dock Road at San Julian Creek, Bandera, Texas and to return property to a suitable site.

Base bid \$ _____ Calendar days _____

Alternate #1 add/deduct \$ _____ add/deduct Calendar days _____

As outlined in the Evaluation Criteria of this RFCSP, please be sure to attach evidence of the following:

- Qualifications and experience
- References
- Non Collusion Certificate

Company Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Contact Number: _____ Email: _____

Date: _____

EXHIBIT "A"
TERMS AND CONDITIONS

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:
COUNTY – OWNER - Same as County of Bandera.

CONTRACT – An agreement between the County and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to Bandera County, Texas, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. Bidders are required to submit one (1) original. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

Bandera County, Texas reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the County. Causes for rejection of a bid may include but are not limited to the bidder's current violation of any County ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the County.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or
6. Unauthorized alteration of bid form.
7. Performance Bond in an amount equal to the bid amount.
8. Demolition Bond in an amount equal to the bid amount.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that Bandera County, Texas shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the County including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the County, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the County's needs, the impact on the ability of the County to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the County to acquire the bidder's goods or services, the bidder's past performance under contracts with the County, the bidder's compliance with County ordinances, and any relevant criteria specifically listed in this request for bid.

The County is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Bandera. Therefore, in order to accomplish this objective/goal, it is not the intention of the County to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The County shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the County shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the County. The bid award may be based on, but not necessarily limited to, the following factors:

1. the purchase price, including payment discount terms;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the County's needs;
5. the bidder's past relationship with the County;
6. the impact on the ability of the County to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost of the County to acquire the bidder's goods or services; and
8. any relevant criteria specifically listed in this request for bid.

The County prefers to award the entire contract to a single bidder; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

The contract will be performed to the satisfaction of the County within one (1) year, running from the date the contract is awarded.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the County and may be subject to cancellation by the County if such consent is requested.

Contract Termination:

The County may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the County has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the County for damages sustained by the County because of any breach of contract by the Vendor. The County may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the County from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the County will not reimburse responding firms for these expenses, nor will Bandera County, Texas pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

Firm Prices:

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the County sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements:

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the County.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the Commissioners Court.

Lump Sum Bids:

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the County to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to Bandera County, Texas, County Auditor, P.O. Box 463, Bandera, Texas 78003. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The County will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Taxes:

Bandera County, Texas is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The County upon request will execute Tax Exemption Certificates. Bandera County, Texas is statutorily exempt from State and Local Sales Tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the project site, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, and Workers Compensation.

Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to protect the County from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from Bandera County, Texas. The County assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The County's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The County operates and is funded on a fiscal year basis; accordingly, the County reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non- appropriation of funds for multi-year contracts.

The County reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity.

The County, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the County, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bandera County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Bandera County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Proposal Security

Each proposal must be accompanied by proposal security in the amount of five percent (5%) of the Greatest Amount of the total bid including all allowances and additive alternates, pledging that the successful offeror will, within 30 calendar days after the successful offeror is notified of the acceptance of its proposal, enter into a written contract with the Owner on the terms stated in the proposal documents, as evidenced by the unconditional execution and delivery of such contract, and furnish payment and performance bonds, evidence of insurance and other submittals as required by the proposal documents. Should the successful offeror fail or refuse to enter into such contract or furnish such bonds or evidence of insurance within the time above-stated, such proposal security shall be forfeited to the Owner as damages, not as a penalty. Such proposal security shall be in the form of cash, certified funds payable to the order of the Owner, or a bid bond in favor of the Owner. The bond shall be on AIA Document A310 "2010 Edition," and shall be issued by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If the amount of the bond exceeds the legal underwriting limitation of the surety, the offeror and the surety shall provide the Owner with evidence that the excess is reinsured with one or more reinsurers who are duly authorized, accredited, and licensed to do business in the State of Texas. Any proposal, which is not accompanied with proposal security in the form and amount required herein, shall be rejected as nonconforming. The Owner shall have the right to retain the security of all offerors to whom an award is being considered until either (i) the Contract has been unconditionally executed and delivered by the parties and any required payment and performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all proposals have been rejected by the Owner without the acceptance of any proposal.

Construction Bonds

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.

Performance Bond. A Performance Bond is required if the Contract Sum is in excess of \$100,000. The Performance Bond is solely for the protection of the Owner. The Performance Bond is to be for 100% of the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The Performance Bond shall be effective through the Contractor's warranty period.

Payment Bond. A Payment Bond is required if the Contract Sum is in excess of \$25,000. The Payment Bond is to be for 100% of the Contract Sum and is payable to the Owner solely for the protection and use of payment bond beneficiaries as defined by Tex. Gov't Code, Chapter 2253.

Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, on forms in compliance with Tex. Gov't Code, Chapter 2253, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Owner.

Power of Attorney. Each bond shall be accompanied by a valid power- of- attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond), authorizing the attorney in fact who signs the bond to commit the surety to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. **IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**

Sureties. Sureties shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Fiscal Service (FMS), www.fiscal.treasury.gov/, stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self- insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the County as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the County and approved by the County before work commences.
2. Standard Insurance Policies Required:
 - a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Workers' Compensation Policy

3. General Requirements Applicable to All Policies:
 - a. General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d. "Claims Made" policies will not be accepted.
 - e. Bandera County, Texas, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
 - f. A Waiver of Subrogation in favor of the County with respect to Workers' Compensation Insurance must be included.
 - g. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
 - h. Upon request, certified copies of all insurance policies shall be furnished to the County.
4. Commercial General Liability
 - a. Minimum Combined Single Limit of
 - b. \$1,000,000.00 per occurrence for bodily injury and property damage.
 - c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
 - a. Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
 - a. Statutory
7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
 - c. All endorsements and insurance coverage according to requirements and instructions contained herein.
 - d. The form of the notice of cancellation, termination, or change in coverage provisions to Bandera County, Texas.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions
(State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the County.

Persons providing services on the project – ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the County prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the County showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the County:

1. a certificate of coverage, prior to that person beginning work on the project, so the County will have on file certificates showing coverage for all persons providing services on the project; and
2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

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

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

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the County.