



**LOST PINES**  
GROUNDWATER  
CONSERVATION DISTRICT

**REQUEST FOR PROPOSAL**  
**FOR**  
**GIDDINGS OFFICE RENOVATION**  
**RFP# 07-2023**

**Lost Pines Groundwater  
Conservation District**  
908 Loop 230  
Smithville, Texas 78957  
[www.lostpineswater.org](http://www.lostpineswater.org)

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## **NOTICE OF REQUEST FOR PROPOSAL**

The Lost Pines Groundwater Conservation District ("District"), a groundwater conservation district comprised of Bastrop and Lee counties, is soliciting sealed proposals for REQUEST FOR PROPOSAL ("RFP") No. 07-2023 for the Giddings Office Renovation, as more described herein.

**PRE-PROPOSAL SITE VISIT:** The pre-proposal site visit will occur on February 7, 2023 at 9 a.m. at the proposed project site located at 371 E. Hempstead, Giddings, Texas . The pre-proposal site visit is NOT MANDATORY; however, Offerors are strongly encouraged to attend the above site visit so that Offerors can be thoroughly familiar with job conditions such as the size, location, accessibility, and general character of the site and buildings prior to submitting a proposal. Failure to give proper consideration in the proposal to site conditions will not constitute grounds for additional compensation. Additional details regarding the pre-proposal site visit shall be contained within this RFP.

**TERM OF CONTRACT:** All Work shall be completed within ninety (90) calendar days commencing on the date specified in the Notice to Proceed.

The Contract term may be extended by LPGCD because of changes ordered in the work or due to unforeseeable delays not within the control of or arising from the fault of either party. Claims or extensions of time must be made in writing and supported by sufficient written evidence to justify the claim. Claims for extensions of time shall be granted by written Change Order.

The contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended, as provided in accordance with the contract terms and conditions.

Interested OFFERORS should submit their PROPOSAL as described below to the District. To be considered for evaluation and subsequent contract award, submissions must include one (1) complete electronic version of the PROPOSAL submitted via email transmittal to [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) and [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org) in addition to one (1) original paper PROPOSAL and four (4) paper copies submitted via mail or hand delivery to be **RECEIVED BY the District no later than 4:00 PM on February 14, 2023**, at the address below. All Proposals provided electronically are to be provided in a prepared Adobe Acrobat Portable Document File (PDF) format. The electronic version of the PROPOSAL shall be deemed delivered on the date and time in the email transmitting the submission.

Delivered Proposals shall be enclosed and sealed in an envelope or container clearly marked as **RFP No. 07-2023, LOST PINES GROUNDWATER CONSERVATION DISTRICT GIDDINGS OFFICE RENOVATION** and addressed to Lost Pines Groundwater Conservation District, Attn: James Totten, General Manager.

**In-Person Delivery or Mail Delivery:**

James Totten, General Manager  
Lost Pines GCD

Physical Address:  
908 Loop 230  
Smithville, Texas 78957

Mailing Address:  
P.O. Box 1027  
Smithville, Texas 78957

Email: [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) and [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org)

All addenda, notices, additional information, etc. will be e-mailed to the same contact as the RFP and posted on the District website at <https://www.lostpineswater.org/>.

Upon receipt by the District, each PROPOSAL will be stamped with the date and time received and stored unopened in a secure place until opened by District staff. All Proposals become the property of the District upon submission, The contents of all Proposals shall remain confidential by the District until an award is made.

**FAXED PROPOSAL RESPONSES WILL NOT BE ACCEPTED.**

**PROPOSALS DELIVERED IN ANY MANNER OTHER THAN THE ABOVE STATED MANNER WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED.** It is the OFFEROR's sole responsibility to ensure that their proposal is delivered by the proper method to the proper address by the deadline. PROPOSAL Postmarks will not make timely any Proposals that arrive after the date/time deadline listed above. These submissions will be considered Late deliveries and will be rejected and returned to the OFFEROR unopened. Potential OFFERORS will be advised by mail or email that their RFP was late and will not be accepted and will be allowed to pick up their RFP package. Proposals may be withdrawn by submitting a request to [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) and [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org) prior to the scheduled closing time for receipt of Proposals.

The District reserves the right to reject any and all Proposals, and to waive formalities, procedural requirements and/or minor technical inconsistencies, and to delete any requirements and/or specifications as deemed to be in the District's best interest. Proposals failing to meet all requirements contained in this RFP may be rejected.

Any questions concerning the contents of this document should be e-mailed to James Totten, General Manager at [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) and [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org).

## **Section 1 – REQUEST FOR PROPOSAL Overview**

### **1. Project Background, Purpose and Objectives**

The Lost Pines Groundwater Conservation District was created by an act of legislature to protect the water supply for the residents of Bastrop and Lee Counties, Texas. LPGCD has recently purchased a property for a new office space in Giddings, Texas. The new Giddings Office space will require renovations to modify the space to meet the District's current needs and accommodate future District growth.

### **2. Anticipated PROPOSAL Schedule of Events**

The following table identifies the estimated dates/time frame associated with this RFP. Please note the following key dates when preparing your response to this RFP.

<b>Description</b>	<b>Date*</b>
Issue RFP	January 27, 2023
Pre-proposal Site Visit	February 7, 2023
Deadline for Questions on RFP to designated contact	February 10, 2023
Proposals Due	February 24, 2023
Initial RFP Evaluations Complete	March 3, 2023
Interviews/Negotiations (if necessary)	March 7-9, 2023
BAFOS Due (if necessary)	March 14, 2023
Contract Award	March 28, 2023

\*The above noted dates are subject to change at the District's sole discretion without notice.

### **3. PROPOSAL Evaluation**

The District has attempted to provide OFFERORS with a comprehensive statement of requirements through this RFP for the services requested. OFFERORS must provide written Proposals presenting OFFEROR's qualifications and understanding of the work to be performed. OFFERORS must address each evaluation criteria and be specific in presenting qualifications. Proposals must be as thorough and detailed as possible so that The District may properly evaluate qualifications, capabilities and all details of

## PROPOSAL.

The District expressly reserves the right to waive any defect, irregularity or informality in any PROPOSAL; Reject or cancel any or all Proposals, or part(s) of any PROPOSAL; Accept Proposals from one or more OFFERORS; Procure services by other means.

The District reserves the right to award based on the responses received or to negotiate with any or all the OFFERORS so selected. Price shall be considered but shall not be the sole determining factor for selection. The District may also award to other than the highest ranked OFFEROR in the event the best and final price submitted by OFFEROR is more than the budget available for the project. The District shall select the OFFEROR which, in the District's opinion, has made the PROPOSAL most beneficial to the District for award. Should the District determine in writing and in its sole discretion that only one OFFEROR is fully qualified or that one OFFEROR is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that OFFEROR.

Award of the contract, if any, shall be made to the responsible OFFEROR whose PROPOSAL is determined to be the best evaluated offer from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP. All Proposals must be valid for a minimum of 120 days from the date of submission.

The District, in its sole discretion, expressly reserves the right to request and/or require any additional information from OFFEROR(s) deemed relevant with respect to this RFP.

The District reserves the right to revoke the original recommendation for award and associated contract in the event the recommended OFFEROR fails to execute a contract within thirty days of notification of selection for award. The award document will be a contract incorporated by reference all the requirements, terms and conditions of the RFP and the OFFEROR's PROPOSAL as negotiated.

In the event that acceptable Proposals are not submitted, as determined in the sole discretion of the District, the District retains the right to not award a contract in response to this RFP.

Any contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas.

The District adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

Contract award will be authorized by the District's Board of Directors.

By submission of a PROPOSAL, OFFEROR acknowledges acceptance of the evaluation process, the evaluation criteria, all specification, terms and conditions and all other requirements and specifications set forth in this RFP, and recognition that some

subjective judgments must be made by the District during the process. The District makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason. OFFEROR shall be solely responsible and accept all risk for any costs associated with preparation of a response to this RFP, or subsequent evaluation related activities such as onsite interviews, demonstrations or presentations.

#### **4. Evaluation Criteria**

The District will determine, in its sole discretion, the OFFEROR who is best qualified to perform the required services, based on consideration of the evaluation criteria, description and the total points available to each.

**Detailed PROPOSAL for services – up to 25 points.** Highest scores awarded to PROPOSAL with clear pricing and delivery options that align with the District’s project goals. Describe the overall cost of the project, including a breakdown of costs for individual component tasks and/or individual line item, and services that cover one-time, ongoing, variable, and third-party costs. Also include a tentative implementation timeline that corresponds with each component task and/or individual line item.

**Detailed Project plan and timeline – up to 25 points.** OFFERORS detailed project plan to include completion of all renovations within ninety (90) calendar days.

**Detailed Statement of Experience and Qualifications– up to 20 points.** OFFEROR’s ability to provide the desired goods and services, including capacity to achieve the project goals and objectives described in this RFP. **Include** a brief history of your organization and experience working on projects similar in size and nature of this construction project; submit resumes of project team, including each team member directly involved with this construction project and on-site construction management. Each team member ‘s resume should include experience with similar projects and the number of years working with the Offeror.

**Ability to meet RFP requirements and Perform Required Services – up to 20 points.** Highest points awarded to OFFERORS that clearly address all RFP requirements including the Scope of Work Section 4.0. Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the project.

**Exceptions – up to 10 points.** Exceptions to RFP requirements and/or Terms and Conditions. OFFERORS with no exceptions will receive 5 points. Less points will be awarded to those with numerous and/or significant exceptions.

The total points available for all criteria combined is 100 points.

#### **5. Acceptance**

By submitting a Response to this RFP, the OFFEROR: (a) acknowledges and accepts the evaluation process; and (b) understands that the determination of the most

qualified OFFEROR will require the exercise of subjective judgment by the District.

IN SUBMITTING A RESPONSE TO THIS RFP, THE OFFEROR AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE DISTRICT, THE DISTRICT'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE DISTRICT'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS.

## **Section 2 – Scope of Work**

Contractor shall provide all labor, materials, equipment, tools, bonding and insurance, and supervision necessary to renovate LPGCD's new office space located in Giddings, Texas as specified in Attachment A–Line Item Pricing and Attachment B–Drawings and Specifications. All work not specified and/or not shown on the drawings, but which is necessary for the completion and/or functioning and operation of the office space, shall be understood and implied as part of the contract to be performed by the Contractor for the contract price. Such work shall be executed by the Contractor in the same manner and with the same character of material as other portions of the contract without extra compensation.

1. Service Requirement: Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Offerors to offer alternatives to the manner in which the commodities/services are provided. The requested services and corresponding deliverables are as follows:

- A. Furnish all labor, tools, equipment, materials and incidentals to complete renovation of LPGCD Giddings Office in accordance with the specifications and drawings included in this RFP.
- B. Jobsite must be cleaned daily so as not to disrupt employees and/or normal operations of affected area(s).
- C. Upon completion of the work, area will be cleaned and all debris accumulated will be removed from the jobsite.
- D. Upon final acceptance of the work by LPGCD, the Contractor shall furnish to LPGCD the maximum available manufacturer's warranty on all installed products. Material and labor on installation shall be warranted by Contractor for a period of one-year.

Work Schedule: Contractor shall begin work as specified in the Notice to Proceed with all services shall be completed within ninety (90) calendar days from Notice to Proceed. A Contractor's ability to meet this project schedule will be an evaluation criteria considered when selecting the successful Offeror for contract award, Reference Section 1 of this RFP.

### **Section 3 – PROPOSAL Requirements**

#### **1. PROPOSAL Format and Content**

The District is soliciting competitive sealed Proposals from OFFERORS having suitable qualifications and experience in providing services or products in accordance with all terms, conditions, specifications, and requirements of this RFP. This RFP is intended to describe the requirements and response format in sufficient detail to secure comparable Proposals.

The PROPOSAL should focus on addressing the vendor's ability to provide the products or services outlined in the Scope of Work. Please provide the following:

- ☞ **Cover Letter:** A letter signed by an officer of the firm, company or corporation, binding the firm/company/corporation to all comments made in the PROPOSAL. Include a primary contact person for the PROPOSAL. Cover letter should also include **firm Information, Staff, and identify** those individuals who would be assigned to this project (including any subcontractors).
- ☞ **Timeframes:** Provide a detailed description of the products to be supplied by the vendor based on the Scope of Work and the time frames for delivery.
- ☞ **Project Cost:** Provide detailed costs for the products based on the Scope of Work.

Describe the overall cost of the project, including a breakdown of costs for individual component tasks, assessments, and services that cover one-time, ongoing, variable, consulting, and third-party costs, plus a tentative implementation timeline that corresponds with each component.

☞ **Clarifications:** LPGCD will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact identified within this RFP. Questions should be submitted in the following format:

- a) Reference the Solicitation number;
- b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and
- c) Question.

☞ **ADDENDA:** LPGCD reserves the right to issue addenda at any time prior to the bid opening. Receipt of all addenda to this RFP shall be acknowledged by returning a signed copy of the signature page of each addendum with the response. Offeror's failure to acknowledge receipt of addenda may result in rejection of its bid.

Any amendment to this procurement solicitation will be posted as an addendum on the LPGCD website. It is the responsibility of interested parties to periodically check the LPGCD website for updates to the solicitation prior to submitting proposals. Offeror's failure to periodically check the LPGCD Website will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

## **2. CERTIFICATE OF NON-DISCRIMINATION (Exhibit B)**

OFFEROR shall complete, sign, date, and include with its PROPOSAL the Certificate of Non-Discrimination attached to this RFP.

## **3. REFERENCES FORM (Exhibit C)**

A minimum of three (3) verifiable references shall be listed on the "References" sheet provided in this RFP; this list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the OFFEROR's related experience.

All costs related to the OFFEROR 's PROPOSAL submission are the sole responsibility of the OFFEROR. All Proposals that are submitted are the property of the District, which will hold the contents of all Request confidential until an award is made.

All information contained in Proposals submitted may be subject to the Texas Public Information Act and/or the Texas Open Meetings Act, and the use and disclosure of the information provided are governed by these Acts. As such, any information deemed confidential or proprietary should be clearly identified by the OFFEROR. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

## Section 4 – General Terms and Conditions

1. **INTERESTED PARTIES.** OFFEROR/CONTRACTOR acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires disclosure of certain matters by OFFEROR entering into a contract with a local government entity such as LPGCD. OFFEROR confirms that it has reviewed Section 2252.908 and will 1) complete FORM 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to LPGCD. Form 1295 is available at the TEC’s website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

This amended engagement letter is not effective until the requirements listed above are satisfied. The signed Form 1295 may be submitted to the District in an electronic format.

2. **CONFLICT OF INTEREST.** OFFEROR/CONTRACTOR acknowledges that Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by OFFEROR doing business with or proposing to do business with local government entities such as LPGCD. OFFEROR confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website within seven days of the date of submitting this amended engagement letter to LPGCD or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Ch. 2270, Texas Government Code.** For purposes of Chapter 2270 of the Texas Government Code, OFFEROR/CONTRACTOR represents and warrants that, at the time of execution and delivery of any contract, neither the OFFEROR/Contractor, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this amended engagement letter. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. OFFEROR understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

4. **Verification Under Ch. 2252, Texas Government Code.** As of the date of this amended engagement letter, OFFEROR/CONTRACTOR represents and warrants that, neither OFFEROR/CONTRACTOR, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes OFFEROR and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be

excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. OFFEROR understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

**5. COMMUNICATION WITH THE DISTRICT.** To insure the proper and fair evaluation of this RFP, The District prohibits ex-parte communication (e.g., unsolicited) initiated by a prospective OFFEROR to District Officials or Employees evaluating or considering the Responses prior to the time an award has been made. Communication between 'Prospective OFFEROR and the District will be initiated by the appropriate District Official or Employee to obtain information or clarification needed to develop a proper and accurate evaluation of the RFP. Ex parte communication may be grounds for disqualifying the offending 'Prospective OFFEROR from consideration or award of the Solicitation then in evaluation, or any future Solicitation. Unless otherwise specified, all requests for clarification or questions regarding this Solicitation must be directed to Lost Pines Groundwater Conservation District, Attn.: James Totten, General Manager, P.O. Box 1027, Smithville, Texas 78957, Email: [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) and [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org). Answers to a prospective OFFEROR questions shall be shared with all OFFERORS.

**6. WORKSITE CONDITIONS.**

- A. The Contractor shall be responsible for the protection of existing building surfaces, both interior and exterior, utilities, exterior structures, pavement, sidewalks, grass, trees and plant materials, irrigation systems, and all component parts and equipment. Any damage to existing areas will be repaired at the responsibility of the Contractor with the approval of the Owner. Repairs not satisfactorily completed will be done by the Owner and deducted from the Contractors contract amount.
- B. Security: The Contractor assumes all liability for any action which may occur as the result of failing to secure an area. Additionally, the Contractor assumes all expenses incurred as the result of the loss of a security access card or key. As the result of the loss of a master key, an entire building may have to be re- keyed, with the expense charged to the Contractor.
- C. Contractor is responsible for ensuring that the worksite contains designated bathroom, or portable toilets for all contractor and subcontractor employees working on site. Contractor shall keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times.
- D. Contractor shall ensure that noone under the age of 18 is allowed on site.
- E. Concealed weapons are not permitted on premises at any time.
- F. No smoking on the worksite premises at any time.

**7. INSURANCE REQUIREMENTS.** Upon acceptance of the bid that is considered to provide the best value to the District, the following insurance requirements shall be met by providing a current Certificate of Insurance and corresponding policy endorsements.

Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	Statutory
Employer’s Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit
Commercial General Liability General Aggregate Applies Per Project	\$1,000,000 Bodily Injury & Property Damage – Each Occurrence \$2,000,000 Aggregate Limit 5,000 Medical Expense Each Person \$1,000,000 Personal Injury & Advertising Liability \$2,000,000 Products/Completed Operations Aggregate Limit
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$1,000,000 Combined Single Limit
<p>Note: Workers’ Compensation is required by an “employer” which is defined as “a person who employs one or more employees.” If Offerer has no employees, such insurance is not required. If Offeror claims they have no employees, LPGCD will require a sworn statement to that fact. Policy must contain an additional insured endorsement: The District and its officers and employees, is listed as an additional insured and loss payee.</p>	
<p>Prior to the commencement of the job and not later than ten (10) calendar days following award, the Contractor shall furnish to LPGCD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect.</p>	
<p>The certificate of insurance shall be sent to: James Totten /General Manager, Lost Pines Groundwater Conservation District, Lost Pines Groundwater Conservation</p>	

District, Attn.: James Totten, General Manager, P.O. Box 1027, Smithville, Texas 78957, Email: [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org).

8. **TAX EXEMPT STATUS.** The District is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The District claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. OFFEROR will not charge for such taxes. If billed, The District will not remit payment until a corrected invoice is received.

9. **INVOICING REQUIREMENTS:** Unless otherwise specified, all invoices shall be submitted to: Lost Pines Groundwater Conservation District, Attn.: James Totten, General Manager, P.O. Box 1027, Smithville, Texas 78957, Email: [jtotten@lostpineswater.org](mailto:jtotten@lostpineswater.org) [RFP@lostpineswater.org](mailto:RFP@lostpineswater.org).

A. The following procedures apply to invoicing and payment in addition to those listed in the General Terms and Conditions;

B. Invoices must show:

- a) Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
- b) Name of receiving entity
- c) Contract/purchase order number
- d) Description, quantity, unit of measure, unit price, extended price of each item
- e) Total price
  
- f) Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
  
- g) Attach supporting documentation, if required

C. Payment:

- a) Contractor will be paid for the services performed as invoiced. If another payment mechanism is agreed to by the parties, then contractor will be paid in accordance with the agreement approved by the parties.
- b) Payment normally will be made to the Contractor within 30 days after receipt of a properly prepared invoice or the receipt of and the acceptance of services performed, whichever is later.
- d) Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

10. **RIGHT TO AUDIT.** The OFFEROR agrees that the representatives of the District shall have access to, and the rights to audit, examine, or reproduce, any and all records of the OFFEROR related to the performance under this Agreement. The OFFEROR shall

retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the District has brought to the attention of the OFFEROR are resolved, or retention required by law, whichever is longer. The OFFEROR agrees to refund to the District any overpayments disclosed by any such audit.

12. **PAYMENT AND PERFORMANCE BONDS:** If the total contract price exceeds \$25,000.00, a Payment Bond must be furnished by the successful Contractor. If the total contract price exceeds \$100,000.00 a Payment Bond and a Performance Bond must be furnished by the successful Contractor. All bonds submitted shall be the original form bearing original signatures and seal.

When required, the payment and performance bonds will be due from the successful Contractor within ten (10) business days from Notice of Award.

13. **SUBCONTRACTORS:** Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Offeror. No subcontract under the contract shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

13.1. Subcontracting shall be at the Contractor's expense.

13.2. LPGCD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.

13.3. The Contractor shall be the only contact for LPGCD and subcontractors. Contractor shall list a designated point of contact for all LPGCD and subcontractor inquiries.

14. **GENERAL AND CRIMINAL BACKGROUND CHECKS:**

14.1. Contractor represents and warrants that Contractor and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised LPGCD as to the facts and circumstances surrounding the conviction.

14.2. Contractor's employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. If requested by LPGCD, a complete criminal background check shall be completed before any employee performs services at the site and may be requested at any time thereafter.

15. **DELIVERY AND ACCEPTANCE:**

15.1. Project Completion Time, Liquidated Damages: Contractor must perform work within the timeframe agreed upon by LPGCD and the Contractor prior to

beginning work. If Contractor cannot perform the work within the timeframe stated, Contractor may be subject to liquidated damages of up to Five Hundred and No/100 Dollars (\$500.00) per week as a reasonable estimate of just compensation to LPGCD for failure of the Contractor to complete the work within the required timeframe. Liquidated damages will be deducted from the money due or to become due to the Contractor.

15.2. Project Delays: If a delay is foreseen, Contractor shall give written notice to LPGCD. Default in promised Completion without accepted reasons or failure to meet specifications authorizes LPGCD to purchase services of this contract elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to the Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

15.3. Acceptance: All services performed will be subject to acceptance inspection upon completion.

Acceptance inspection will not take more than five (5) working days, weather permitting. Contractor will be notified within this time frame of any work not delivered in full compliance with the contract.

16. **UNSATISFACTORY PERFORMANCE:** If Contractor fails to maintain an acceptable level of service, or if in the judgement of LPGCD, Contractor's methods are not adequate to ensure completion of all required services, the LPGCD PM, may direct Contractor, at no additional cost to LPGCD, to revise work schedules or manpower/man-hours to ensure completion of services. Failure to perform any of the obligations in the contract may be considered nonperformance of services and may result in informal corrective action, formal corrective action, withholding of payment and/or termination of the contract.

16.1. LPGCD may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination may include, but is not limited to the following:

- (i) Leaving site in a messy or unsafe condition;
- (ii) Improper installation of materials.

16.2. Work rejected by LPGCD shall be corrected at the expense of the Contractor.

**EXHIBIT A**

The renovations will require the following:

- A. Obtain all required permits, inspections, and certifications
- B. Removal and replacement of the existing drop ceiling
- C. Removal and replacement of all interior wall coverings, trim, and doors
- D. Reconfiguration of interior walls to conform to new floor plan
- E. Removal and replacement of all floor coverings
- F. Electrical system renovation
- G. Plumbing system renovation
- H. Break room/kitchen
- I. Interior finish
- J. Dispose of all construction debris and unused materials
- K. Miscellaneous
- L. Overhead and administrative costs
- M. Other items

The above renovations are further described below:

- A. Obtain all required permits, inspections, and certifications:
  - 1. Obtain required building permits from City of Giddings
    - a. Schedule and pass all required City inspections
    - b. Obtain a Certificate of Occupancy from the City
  - 2. Certify ADA compliance for:
    - a. A restroom
    - b. The break room/kitchen
    - c. A new exterior entrance on the north side of the building

Total: \$ \_\_\_\_\_

- B. Removal and replacement of the existing drop ceiling
  - 1. Remove and replace all existing ceiling tiles, and T-metal
  - 2. Remove and replace all existing ceiling insulation
  - 3. New insulation must be R-30 or better

Total materials and labor: \$ \_\_\_\_\_

- C. Removal and replacement of all interior wall coverings, trim, and doors
  - 1. Remove existing trim, doors, paneling, and drywall from all interior walls
  - 2. Insulate all walls to R-11 or better
  - 3. Install ½" drywall on all walls
    - a. Tape, float, texture, seal, and paint all drywall
    - b. Eggshell finish on drywall unless otherwise specified
    - c. Paint color and paint texture to be specified by the District
  - 4. Replace all interior doors with 36" solid core doors, paint grade
    - a. Provide door hardware, stops, etc.
    - b. Hardware and finish to be specified

Total materials and labor: \$ \_\_\_\_\_

D. Reconfiguration of interior walls to conform to new floor plan

1. 2 x 4 studs, spfh, 16" o.c., throughout
2. Interior wall heights of 8' or higher, except where lower wall heights are required for HVAC, duct work, and existing structural components
3. The new floor plan will require some existing walls to be removed. Other, new walls will have to be built.
4. Install a new ADA compliant exterior entrance door, hardware, and entry ramp installed on the north side of the building. This will require some modification of the exterior to accommodate the new door and trim.

Total materials and labor: \$ \_\_\_\_\_

E. Removal and replacement of all carpeting

1. Remove all existing carpeting, prep concrete for new floor coverings
2. Install 3' x 3' or 2' x 2' carpet tiles throughout, except at exterior entrances, restrooms, and break room/kitchen
3. Install new 12' x 12" commercial vinyl tile at exterior entrances, restrooms, and break room/kitchen
4. Floor coverings to be specified by the District

Total materials and labor: \$ \_\_\_\_\_

F. Electrical system renovation

1. Replace two Federal Pacific breaker boxes with appropriate upgrades
2. Upgrade any wiring needed to accommodate the new breaker boxes
3. Install appropriate and sufficient electrical outlets, switches, ceiling lights, etc.
  - a. Replace all existing switches, outlets, etc.
  - b. Install GFCI outlets in break room/kitchen where needed to conform to code
  - c. Reuse existing LED ceiling lights, if practicable, and add additional, matching, LED ceiling lights where needed and appropriate
4. Install, if needed, wiring, sub-boxes, etc. required for HVAC renovations
5. Reconfigure wiring to accommodate the new floor plan layout
6. Install dedicated circuits for the electric range, refrigerator, microwave, garbage disposal, water heater, copy machines, etc.
7. Wire all offices, workroom, meeting room, for internet

Total materials and labor: \$ \_\_\_\_\_

G. Plumbing system renovation

1. Renovate one rest room to meet ADA requirements
2. Install supply lines and drain to kitchen sink
3. Reconfigure plumbing as needed to conform to renovated floor plan

Total materials and labor: \$ \_\_\_\_\_

H. Break room/kitchen, restrooms

1. Configure, as needed, to meet ADA requirements
2. Install kitchen cabinets, countertops, garbage disposal, and sink
  - a. 8' (+/-) of upper cabinets, paint grade along north wall
  - b. 15' (+/-) laminate countertop and splash
  - c. Kohler 33" x 22" stainless steel drop in double bowl sink model # 5267-4-NA (or equivalent)
  - d. Delta Lorain faucet model # 21716LF (or equivalent)
3. Install electric range and refrigerator (provided by the District)
4. Replace restroom toilets, vanities, fixtures, as needed to meet ADA requirements
  - a. 36" vanities with cultured marble tops and sinks, new faucets
  - b. Kohler model # 49018-0 (or equivalent) ADA compliant toilets

Total materials and labor: \$ \_\_\_\_\_

I. Interior finish

1. All wall, trim, and door colors and finishes shall be specified by the District
2. All trim and doors shall be paint grade, primed and sealed as appropriate
3. Commercial vinyl floor tiles shall be sealed and finished, as per manufacturer's specifications

Total materials and labor: \$ \_\_\_\_\_

J. Disposal of construction debris and unused materials, clean site maintenance

Construction debris, waste, and unused materials shall be stored safely and removed promptly and appropriately, site kept clean and free of hazards

Total: \$ \_\_\_\_\_

K. Miscellaneous

1. New, key-matched locksets installed in all exterior doors
2. Replace wooden ramp at south entrance to meet code requirements

Total materials and labor: \$ \_\_\_\_\_

L. Overhead and administrative costs

Total: \$ \_\_\_\_\_

M. Other items

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Total: \$ \_\_\_\_\_

**TOTAL Cost** \$ \_\_\_\_\_





**EXHIBIT B**

**CERTIFICATION OF NON-DISCRIMINATION**

**TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

OFFEROR hereby certifies in performing work or providing services for the District, there shall be no unlawful discrimination in its hiring or employment practices, and OFFEROR shall comply with applicable federal and Texas anti-discrimination laws.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OFFEROR:

(Type or print complete legal name of firm)

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_  
Type or Print)

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP \_\_\_\_\_

**EXHIBIT C**

**REFERENCES**

**OFFEROR shall provide a minimum of three (3) References with three (3) or more years' experience providing the required services.**

<b>REFERENCE 1</b>	
Name	
Address	
City, State Zip Code	
Telephone #	
Contact	
Dates of Service	
Description of Services	

<b>REFERENCE 2</b>	
Name	
Address	
City, State Zip Code	
Telephone #	
Contact	
Dates of Service	
Description of Services	

<b>REFERENCE 3</b>	
Name	
Address	
City, State Zip Code	
Telephone #	
Contact	
Dates of Service	
Description of Services	

**(ATTACH ADDITIONAL SHEETS IF DESIRED)**



## **PROPOSAL SUBMITTAL CHECKLIST**

This checklist is provided to assist in the preparation of OFFEROR's PROPOSAL. It is only intended as a guide.

OFFERORS are encouraged to use the following checklist when preparing their proposed PROPOSAL/PROPOSAL:

**LETTER OF INTEREST** – All requested information included and signed by authorized representative.

**RESPONSE TO MANDATORY REQUIREMENTS** – Include narrative, resumes, experience and Proposals, and PROPOSAL of no conflict of interest.

**EXHIBIT B – Certification of Non-Discrimination** – Completed and signed by authorized representative.

**EXHIBIT C - References** – Complete as requested.