



**REQUEST FOR PROPOSAL
AND SPECIFICATIONS FOR**

MOLD REMEDIATION

RFP REFERENCE NUMBER: 2022-MSAMR

**Proposal Opening Date: August 19, 2022
County of Goliad Commissioners Courtroom
127 N. Courthouse Square
Goliad, TX 77963**

PROJECT CONTACT PERSON

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The Commissioners Court of Goliad County, Texas is accepting sealed proposals for the following:

**REQUEST FOR PROPOSAL NUMBER 2022-MSAMROR
MOLD REMEDIATION & OFFICE RENOVATION SERVICES**

Proposal packets may be obtained at the office of Mike Bennett, Goliad County Judge, 127 N. Courthouse Sq., Goliad, Texas 77963; (361) 645-3337; county website <http://www.co.goliad.tx.us>.

The bidder shall use **unit pricing**.

The method of payment shall be from current operating funds.

Performance and payment bonds are required.

Proposals shall be received by Mike Bennett, Goliad County Judge, 127 N. Courthouse Sq., Goliad, Texas 77963, until 3 p.m., Thursday, August 18, 2022. Proposals will be opened in the Goliad County Commissioners Courtroom on Friday, August 19, 2022, at 9 a.m.

The outside of the sealed envelope shall be plainly marked as follows:

**REQUEST FOR PROPOSAL NUMBER 2022-MSAMR
MOLD REMEDIATION SERVICES**

The Commissioners Court shall have the right to reject any and all proposals or to waive any informality as may be deemed in the best interest of Goliad County.



Mike Bennett
Goliad County Judge

Publish on:

Friday, August 5, 2022

GENERAL TERMS AND CONDITIONS

1. CONTRACT

The successful bidder will be asked to enter into a contract with the County of Goliad. The contract will include the specifications herein listed and any other pertinent information. All proposals become the property of the County upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. However, the Parties understand that, under the Texas Public Information Act, a court order or the Texas Attorney General may compel the County to disclose all or part of any public record not considered confidential under Texas law.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material.

3. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or may be withdrawn by the bidder in accordance with applicable state laws.

4. BID EVALUATION FACTORS

1. The County retains the authority to award a bid based on findings in accordance with Texas Local Government Code § 271.905.
2. Partial Awards: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the County may award the contract for any item or group of items shown on the bid invitation. The County reserves the right to award a contract based on the "low total bid" for all items.
3. Reservations: The County expressly reserves the right to:
 - a. Waive as an informality minor deviations from specifications that do not impair overall functions;
 - b. Waive any defect, irregularity, or informality in any bid or bidding procedure;
 - c. Reject or cancel any or all bids;
 - d. Reissue a bid invitation;
 - e. Extend the bid opening time and date;
 - f. Procure any item by other means;
 - g. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
 - h. Consider and accept an alternate bid as provided herein when most advantageous to the County;
 - i. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

5. ADDENDA

Any interpretations, corrections, or changes to this bid packet will be made by addenda and distributed by the Goliad County Judge's office to all known prospective bidders on record. It is the sole responsibility of each prospective bidder to verify that s/he has received all addenda issued before delivering his/her bid to the County. All bidders shall acknowledge receipt of all addenda with their bid, or they will be declared non-responsive.

6. LATE AND/OR UNSIGNED BIDS

Late and/or unsigned bids will not be considered under any circumstances. The person signing the bid must have the authority to bind the firm in a contract.

7. TIE BIDS

Awards will be made in accordance with Texas Local Government Code 271.901.

8. CONFLICT OF INTEREST

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts for or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., the County of Goliad) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the questionnaire must be filed with the Goliad County Auditor's Office no later than seven (7) days after the date on which the person begins contract discussions or negotiations with the County or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the County. Updated questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is available at
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

9. DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

10. PAYMENT

Contractor shall provide an invoice to the County within thirty (30) days after the County accepts the completed work pursuant to this contract. The County shall pay Contractor within 30 days after receipt of the invoice. Invoices shall be submitted to the County of Goliad Auditor's Office, P.O. Box 526, Goliad, TX 77963.

- a. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective **unit prices** bid for mold remediation and office renovation.
- c. The Contractor is responsible for paying all subcontractors used for services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- d. Payment for disposal cost(s) incurred by the Contractor at County-approved final disposal sites will be made at the cost incurred by the Contractor. The Contractor must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the final disposal site, an electronic copy tabulating all scale or load tickets issued by the final disposal site, and proof of Contractor payment to the final disposal site.
- e. The Contractor must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the County Judge or designee. The final invoice must be marked 'FINAL INVOICE.' No additional payments will be made after the Contractor's final invoice.
- f. In the event that any portion of this scope of work is to be funded by state or federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or Federal Highway Administration (FHWA), unless the County otherwise agrees in writing.
- g. The Contractor will retain all records pertaining to the services and the contract for these serves, and will make them available to the County for a period of seven (7) years following receipt of final payment for the service referenced herein.

11. PROJECT TIME

Contractor shall submit total number of days required to complete the job after the County's issuance of a *Notice to Proceed*. Contractor will mobilize within 24 hours and will begin the work within 72 hours of receiving the *Notice to Proceed*. Time is of the essence to the completion of this contract. At any time prior to the Contractor's completion of the service pursuant to this contract, the County may terminate this contract without penalty or damages, and, upon such termination, shall only owe Contractor for the cost of materials and services actually provided pursuant to this contract prior to such termination, in an amount not to exceed the amount shown in the "Payment" section hereof.

12. NO DAMAGE FOR DELAY

A delay in completion of this project for any cause shall not entitle Contractor to additional payment from the County. Should the Contractor be delayed in the completion of any work by any act or neglect of the County, by other contractors employed by the County, by changes in the work, by materials or labor shortage, or by unavoidable causes, then the Contractor may present a written request to the County for an extension of time for completing the work. If the basis for and the amount of the extension are determined by the County to be justified, then the County shall issue a written extension to the Contractor. The Contractor's sole remedy for any hindrance or delay shall be an extension of time for completion of the work.

13. INDEMNIFICATION

The successful bidder shall defend, indemnify, and hold Owner whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, any act or omission, including negligence, of Bidder or any officer, agent, servant, employee, or associate of Bidder in the execution or performance of this agreement. So much of the money due Bidder under this contract, as shall be considered necessary by the County, may be retained for the use of the County until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished to the County. Bidder further agrees to indemnify Owner against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of Bidder or as a result of the entry of any of Bidder's officers, agents, employees, associates, or subcontractors onto the property of Owner. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions, including negligence, of Owner if the damage arises from (1) personal injury; (2) death; (3) property injury; or (4) any other expense that arises from the person injury, death, or property injury.

14. INSURANCE

Contractor shall maintain the insurance described below during the term of the contract and shall notify the County of Goliad within thirty (30) days if any provision thereof is altered or modified in any way. Contractor shall furnish to the County a Certificate of Insurance from a reputable insurance company or companies licensed by the Texas Department of Insurance to write insurance in the State of Texas, showing that the Contractor is covered by the insurance.

1. Workers' Compensation and Employer's Liability: Contractor must comply with the requirements of Texas Labor Code § 406.096 and TAC § 110.110. In addition, insurance certification must provide:
 - a. Policy limits – "Statutory Limits" box should be check on certificate, and coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.
 - b. Waiver of Subrogation against the County of Goliad and its officers, agents, and employees shall be included.
 - c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

JOB SITE NOTICE
REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission, at 512-440-3789, to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

- a. 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 requirements, which 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 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 the 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 other person with whom it contracts and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing 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 showing 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;
 - (6). notify the governmental entity in writing by certified mail or personal delivery, within ten (10) 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 providing services.

- b. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity 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.
- c. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

2. General Public Liability Insurance as follows:

- \$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence, per occurrence; and \$100,000 for property damage per occurrence; **OR**
- \$600,000 combined single limit per occurrence.

The policy shall name the County of Goliad as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the County and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

3. Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract. Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

- \$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence, per occurrence; and \$100,000 for property damage per occurrence; **OR**
- \$600,000 combined single limit per occurrence.

The policy shall name the County of Goliad as an additional insured and include a waiver of subrogation against the County and its officers, agents, and employees.

4. If the contract is for more than \$100,000, Owner's Protective Liability, issued in the name of the County of Goliad, on a separate Certificate of Insurance, as follows:

- \$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence, per occurrence; and \$100,000 for property damage per occurrence; **OR**
- \$600,000 combined single limit per occurrence.

5. **If the contract is for more than \$100,000, Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies with the County of Goliad shall be named an additional insured on this policy; OR at least \$1,000,000 Combined Single Limit on both General Public Liability and Comprehensive Motor Vehicle Liability Insurance.**
6. **The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.**

15. PERFORMANCE AND PAYMENT BONDS

The Bidder must be capable of executing satisfactory Performance Bond and Payment Bond for one-hundred percent (100%) of the awarded contract sum in accordance with the conditions of the contract. The bonds must be submitted within thirty (30) calendar days of the *Award of Contract* and on the forms included in the contract documents. The bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Registry by the U.S. Department of the Treasury, covering the date on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of the work and for protection of the claimants for labor and material. The Performance Bond shall extend for a period of one year (12 months) from the date of the *Owner's Certificate of Acceptance*.

If the total amount awarded is less than \$25,000, a Performance and Payment Bond will not be required, provided that no monies will be paid to the Contractor until completion and acceptance of the work by the Owner.

In accordance with Government Code § 2253.021, if the bid amount exceeds \$50,000, the Owner will require a 100% Payment Bond for the project. If the bid exceeds \$100,000, the Contractor will be required to provide the Performance Bond and the Payment Bond.

17. FUNDING

Funding for this contract will be established by Goliad County Commissioners Court. No work should begin without prior written authorization.

**COUNTY OF GOLIAD
REQUEST FOR PROPOSAL SPECIFICATIONS
FOR
MOLD REMEDIATION AND OFFICE RENOVATION
AT THE MARKET STREET ANNEX**

I. GENERAL

The County of Goliad, Texas ("Goliad County") is seeking a well-qualified firm to establish a contract for mold remediation and office renovations at the Market Street Annex to the Goliad County Courthouse.

II. SCOPE OF WORK: MOLD REMEDIATION

- A. North Office, South Office/HVAC Unit, Conference Room, Est Office, DPS Office Area
1. Remove all furniture and contents from areas to be contained.
 2. Erect a Limited Containment for each area/room, and install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc. Establish negative pressure, which must be maintained until Clearance. Exhaust to the exterior, if possible.
 3. Place dehumidifiers as needed to facilitate proper dry-out. All wood materials should be 15% moisture content or less to be considered "dry" at the time of the Clearance Inspection.
 4. Remove and dispose of carpeting contained in North and South offices.
 5. Remove baseboards in affected areas.
 6. Remove impacted wall/ceiling materials (diagrams available upon request). Inspect remaining materials; if impacted or damaged, remove and dispose of, accordingly, 1-2 feet past the last visible impact.
 7. Remove and dispose of any exposed insulation. Open wall and ceiling cavities with insulation must be sealed off.
 8. Remove and replace all water-damaged, rotten wood materials. Wood rot MUST be removed to pass Clearance.
 9. Clean in place structurally sound framing, flooring, ceiling joists, metal, and other wood structures by sanding, grinding, or wire-brushing. This treatment must remove all fungal growth from the affected materials.
 10. HEPA vacuum all surfaces.
 11. Wipe down all surfaces with a detergent solution or EPS-registered fungicide as a final remedial treatment.
 12. Reduce airborne particulate concentrations inside the contained area(s). Scrub air using HEPA filtration units. Time allowed for scrubbing should be determined by the CFM ratings of the units being used and the corresponding size of the contained area and amount of mold removed.

ESTIMATED AMOUNT OF MATERIALS TO BE REMOVED:

Drywall: 200 SF

Carpeting: 350SF

B. Waiting Room, Reception Area

1. Remove all furniture and contents: **NOTE:** Any item left inside the contained areas must be air-tight sealed using a minimum of 6 mil plastic sheeting.

2. Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc.
3. If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be “dry” at the time of the Clearance Inspection.
4. HEPA vacuum all surfaces.
5. Wipe down all surfaces with a detergent solution or EPS registered fungicide.
6. Reduce airborne particulate concentrations. Scrub air using HEPA filtration units.

C. Adjacent Rooms

1. Use HEPA filtration equipment to scrub the air inside the structure during remediation due to elevated air sample results from initial testing. Post-Assessment testing may include at least one indoor control air sample.

D. HVAC System

1. Remove all furniture and contents from areas to be contained.
2. Erect a Containment around each supply duct penetration in each room. Allow enough room to remove 1-2 feet of drywall (8-16 SF) around the vent penetration.
3. Remove the HVAC air-handling unit.
4. Clean the HVAC coil, drain line and air-handling unit in the South Office.
5. Remove or clean mold-impacted ductwork and diffuser boxes in conference room.
6. Remove and dispose of all HVAC supply vents in:
 - a. Break room
 - b. Open office area
7. Check condition of interior of main supply plenum; replace if impacted.
8. Remove and dispose of any exposed insulation. Open wall and ceiling cavities with insulation must be sealed off.
9. Clean in place structurally sound framing, ceiling joists, and other wood surfaces by sanding, grinding, or wire-brushing. This treatment must remove all fungal growth from the affected materials.
10. Clean return plenums and replace filters.
11. HEPA vacuum all surfaces.
12. Reduce airborne particulate concentrations inside the building, throughout. Scrub the air using HELPA filtration units.