



**REQUEST FOR COMPETITIVE SEALED
PROPOSALS KINGSVILLE FIRE STATION #3
RFP 25-15**

**Due Date:
Thursday, May 29, 2025, at 2:00 pm**

CITY OF KINGSVILLE

*400 WEST KING AVE.
KINGSVILLE, TEXAS 78363
May 29, 2025*

REQUEST FOR COMPETITIVE SEALED PROPOSALS

KINGSVILLE FIRE STATION #3

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REQUEST FOR COMPETATIVE SEALED PROPOSALS

PROJECT: Kingsville Fire Station No.3 **LOCATION:** Corner of General Cavazos and 6th St.

SCOPE OF WORK: Project Base Bid consists of new construction of a 14,357 square foot fire station. Site work will include earthwork, paving, sidewalks, parking, site utilities, storm drainage, and landscaping. Building construction will include structural slab on grade, structural steel superstructure, CFMS and CMU framing, brick / stucco / siding exterior, metal stud interior partitions, standing seam metal, storefront windows & entry doors, hollow metal & wood doors, hardware, ceilings, flooring, painting, millwork, fire suppression, mechanical systems, plumbing systems, and electrical systems. The estimated budget for this project is \$8,700,000.00.

RECEIPT OF PROPOSALS: Sealed proposals for the construction of the new Kingsville Fire Station No. 3 will be received by the City of Kingsville **until 2:00 p.m. CST, Thursday, May 29, 2025**. The address for delivery is:

City of Kingsville – City Hall
Charlie Sosa, Purchasing Manager
400 W. King Ave.
Kingsville, TX 78363

All bids will be opened and publicly read at 2:00 pm, in the Helen Kleberg Groves Community Room at Kingsville City Hall, 400 W. King Ave., Kingsville, TX 78363.

Within 30 days after receiving the Proposals, the Owner will score and rank each proposal to select the Proposal that offers the best value to the City based on:

1. The Bidder's cost proposal.
2. The Bidder's technical proposal.
3. The Bidder's demonstrated administrative ability and financial resources to perform the work.
4. The qualifications and experience of the project team the Bidder proposes to manage the project.
5. The Bidder's demonstrated experience and past performance in constructing similar projects.
6. The Bidder's demonstrated ability to suitably schedule the project and to meet schedules on other similar projects.
7. The Bidder's safety record supported by accurate and verifiable data.
8. The methodologies for the Bidder's quality assurance program.
9. The Bidder's ability to start construction of the project in a timely manner.

The Owner will then attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to negotiate a contract with the selected offeror, the Owner may end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

INFORMATION AND BIDDING DOCUMENTS: Documents will be available in electronic PDF format and available for download at BRW Architects website at <https://brwarch.filegenius.com/>. A login will be required to download the documents and can be requested at <https://www.brwarch.com/ftp/>. Please contact BRW Architects if assistance is necessary: Sarah Doyle, 979-694-1791, sfletcher@brwarch.com.

PRE-PROPOSAL MEETING: A pre-proposal meeting shall be held at 2:00 p.m. CST, Tuesday, May 13, 2025, in the Helen Kleberg Groves Community Room at the Kingsville City Hall, 400 W. King Ave., Kingsville, TX 78363. General Contractor and major subcontractor attendance is recommended, but not mandatory.

INSTRUCTIONS TO PROPOSERS

1. RECEIPT AND OPENING OF BIDS:

- 1.1. Competitive Sealed Proposals will be received at the time, place and under the conditions set forth in the Invitation to Bid.
- 1.2. The Owner may consider informal bids which are any bids not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled opening time. Any bid received after the specified time and date will not be considered. No bidder may withdraw a bid within 30 days after the actual date of opening.
- 1.3. Information and bidding documents may be obtained from the Architect under the conditions set forth in the Invitation to Bid.
- 1.4. Plans will be available on the Architect's website.

2. PREPARATION OF BID:

- 2.1. Each bid must be submitted with the Bid Security. See Instructions to Bidders, paragraph 5. (Forms are provided on pages 5 through 8).
- 2.2. Each bid must be submitted on the prescribed Bid Proposal Form. See pages 9 through 11. All blank spaces for bid prices must be filled in, using ink or typewriter, in both words and figures. In case of discrepancy, the amount shown in words will govern.
- 2.3. Each bid must be accompanied by a Contractor's Qualification Statement (pages 12 through 15) and the Technical Proposal (Section 1.2 of the Supplemental Information to Bidders, pages 16 through 18).
- 2.4. Each bid must be submitted in separately labeled envelopes; each bearing the name and address of the bidder, the Project Name for which the Proposal is submitted, and the contents of the envelope. This is further explained herein:
 - 2.4.1. Bid Security: One sealed envelope shall contain the Bid Security (check or bid bond as shown on pages 5 through 8) and shall be marked on the outside in bold letters: "Bid Security."
 - 2.4.2. Bid Proposal: An additional sealed envelope shall contain the Bid Proposal (pages 9 through 11) and shall be clearly marked on the outside in bold letters: "Bid Proposal."
 - 2.4.3. Contractor's Qualifications: An additional sealed package shall contain 5 complete copies of: the Contractor's Qualification Statement (pages 12 through 15) and the Technical Proposal (pages 16 through 18) and shall be marked on the outside in bold letters: "Contractor's Qualifications".

3. QUALIFICATION OF BIDDERS:

- 3.1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

4. BID SECURITY:

- 4.1. Each bid must be accompanied by a Cashier's Check or Certified Check of the bidder on a State or National Bank in the State of Texas, or a bid bond prepared on the standard form of bid bond, duly executed by the bidder as principal and having as surety thereon a surety company, approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- 4.2. Certified Check, Cashier's Check, or Bid Bond shall be made payable, without condition, to City of Kingsville.
- 4.3. Each proposal shall remain in force until 30 days after the actual date of the opening thereof.

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- 5.1. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with his bid.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

- 6.1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project in **365** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter that the work has not reached Substantial Completion as hereinafter provided in the General Conditions.

7. ADDENDA AND INTERPRETATIONS:

- 7.1. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally.
- 7.2. Submit all requests for interpretation in writing to the Architect. Inquiries must be emailed to Sarah Doyle at sfletcher@brwarch.com. To be given consideration, inquiries must be received by 12:00pm, May 20, 2025, seven (7) days prior to the proposal opening date. All such interpretations and any supplemental instructions will be included in an addendum to the Contract Documents and will be posted on the website at <https://brwarch.filegenius.com/>. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. POWER OF ATTORNEY:

- 8.1. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

9. NOTICE OF SPECIAL CONDITIONS:

- 9.1. Attention is particularly called to those parts of the contract documents and specifications which deal with the following.
 - 9.1.1. Insurance requirements

I. Commercial General Liability Limits		
(Underlying Coverage):		
Each Occurrence		\$ 1,000,000
Fire Damage to Rented Premises		\$ 300,000
Medical Expenses		\$ 10,000
Personal & Adv. Injury		\$ 1,000,000
General Aggregate		\$ 2,000,000
Products-Comp/Ops Aggregate		\$ 2,000,000
II. Auto Liability Limits (Underlying Coverage):		
Combined Single Limits for		\$ 1,000,000
Owned, Hired & Non-Owned		
III. Umbrella Liability Limits for Commercial General Liability (I, above)		
and Auto Liability (II, above):		
Each Occurrence		\$ 2,000,000
Aggregate		\$ 2,000,000
IV. Professional Liability (Underlying Coverage):		
Per Claim		\$ 2,000,000
Annual Aggregate		\$ 2,000,000

10. SECURITY FOR FAITHFUL PERFORMANCE:

- 10.1. Simultaneously with his delivery of the executed contract, the Contractor shall furnish Payment and Performance Bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
- 10.2. The Performance Bond shall cover 100% of the contract sum; the Payment Bond shall cover 100% of the contract sum.

11. ALTERNATES:

- 11.1. Any alternatives listed in the bid form are described in detail in the Specifications. Contract award could be on the basis of the base bid or any combination of the base bid and those alternatives which produce a total within available funds.

12. STATE SALES TAX:

- 12.1. The Owner qualifies for exemption from State and Local Sales Tax pursuant to Section 151.311 of the Texas Tax Code for material incorporated into the project, if the contract between the contractor and Owner separates the contract price into charges of material (to be incorporated into the project) and charges for labor (including material not incorporated into the project such as form-work used in the process of installation).

13. GENERAL REQUIREMENTS:

- 13.1. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to have become thoroughly familiar with the Plans and Specifications (including all addenda). The failure or omission of any bidder to examine any form, instrument or document or the site shall in no way relieve any bidder from any obligation in respect to his bid or be cause for adjusting the contract amount.
- 13.2. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 13.3. Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 13.4. The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

PERFORMANCE BOND

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL BY THESE PRESENTS:

That we, _____ [Contractor], as Principal herein, and _____ [Surety], a corporation organized and existing under the laws of the State of _____ and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of Kingsville, Texas**, located in **Kleberg County, Texas**, Obligees herein, in the sum of _____ Dollars (\$ _____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligees dated the ____ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of _____ Kingsville Fire Station #3 _____ [Project].

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligees from all costs and damages which Obligees may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligees for all outlay and expense that Obligees may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect.

Whenever Principal shall be declared by Obligees to be in default under the Contract, the Surety shall, upon request of Obligees and within ten (10) calendar days from receipt of Obligees' notice of Principal's default, commence and thereafter complete performance of Contractor's obligations under the Contract. Surety acknowledges that its obligations under this bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Principal by the Obligees. Surety further acknowledges and agrees that Surety shall obtain the Obligees' approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Principal or otherwise honor the obligations under this Bond.

This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

Witness as to Principal

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Kingsville, Texas
400 W. King Ave.
Kingsville, Texas 78363

By: _____

Title: _____

Date: _____

PAYMENT BOND

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to use surety bonds in the State of Texas, as surety, are held and firmly bound unto the **City of Kingsville, Texas** so located in **Kleberg County, Texas**, Obligee herein, in the amount of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: _____Kingsville Fire Station #3_____ [Project].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this ____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

Witness as to Principal

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Kingsville, Texas
400 W. King Ave.
Kingsville, Texas 78363

By: _____

Title: _____

Date: _____

Date:

Proposal of:

COMPETITIVE SEALED PROPOSAL

to

CITY OF KINGSVILLE

for

KINGSVILLE FIRE STATION NO. 3

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made, without collusion with any other person, firm, corporation; that he has carefully examined the form of contract, instructions to bidder, profiles, grades, specifications, and the drawings therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract, specifications, and drawings, in the manner prescribed therein and according to the requirements of the Architect or Engineer therein set forth.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architect, Engineer or Owner's Representative, to complete the work fully as planned and contemplated. Adjustment for changes in work will be in accordance with the General Conditions.

Proposal amounts shall be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

The bidder acknowledges receipt and incorporation in this Bid of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

This document includes **70** sheets of plan drawings.

BID IN FIGURES
CITY OF KINGSVILLE
FIRE STATION #3

ITEM DESCRIPTION		BID IN FIGURES
1	Total BASE BID for Construction of the KINGSVILLE FIRE STATION #3 in accordance with the Drawings & Specifications. _____	\$ _____
2	The following cash Allowance is included for Contingencies: <u>THREE HUNDRED TWENTY FIVE THOUSAND</u> <u>dollars</u>	\$ <u>325,000.00</u>
3	Total BASE BID including CONTINGENCY : The total of item 1 and 2 above _____	\$ _____

ADD ALTERNATES

5	ALTERNATE 1: Contractor to provide price to procure and install _____ _____	\$ _____
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In preparing the proposal form, bidders should list below major subcontractors whose prices are incorporated in the bid. Generally, trades listed should be those involving major money amounts or special technical items.

<u>Trade</u>	<u>Subcontractor</u>
Concrete	_____
Framing	_____
Plumbing	_____
Mechanical	_____
Electrical	_____

If awarded the contract, the Bidder's Labor Burden is to be added to any change order work will be 10% of the wages paid. The Labor Burden should include Worker's Compensation, State Unemployment, Federal Unemployment, Social Security and Fringe Benefits.

The undersigned agrees and pledges himself to complete the work in full in the following specified calendar days. **365**
Consecutive Calendar Days

The performance and payment bonds, as required by the specifications and the laws of Texas, will be submitted with the executed contract if this proposal is accepted.

Accompanying this proposal is a certified or cashier's check on a State or National Bank of the State of Texas or a Bidder's Bond in the amount of not less than 5% of the greatest total amount of this proposal payable without recourse to the order of City of Kingsville, said check or bond to be returned to the bidder, unless in case of the acceptance of the proposal he shall fail to execute a contract and file performance and payment bonds within 10 days of its acceptance, in which case the check or bond shall become the property of said Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by said Owner on account of failure of the bidder to execute contract. It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all alternates, or to accept any combination of alternates considered advantageous.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The undersigned agrees that he will not withdraw this proposal for a period of 30 days.

The Bidder further agrees to pay as Liquidated Damages the sum of **\$500.00** for each calendar day that the work shall remain substantially incomplete after the expiration of the calendar days specified and any extended days allowed by the Owner's Representative in accordance with the Specifications, not as a penalty, but as liquidated damages and added expense for supervision and delay in obtaining the use of the work.

(Seal--if Bidder is a Corporation)

Bidder: _____

By: _____

Title: _____

Address: _____

CONTRACTOR'S QUALIFICATION STATEMENT

(Required with all Bid Proposals)

Full, exact, legal name of firm _____ Date Completed _____

Trade name(s) of firm _____

Address with Zip Code _____

A/C and Telephone _____ Corporation _____ Partnership _____ Individual _____

Construction Capabilities: General _____ Electrical _____ Plumbing _____

Heating, Air Conditioning and Ventilation _____ Other _____

FOR CORPORATION OR LIMITED LIABILITY COMPANY:

Date of incorporation: _____ Name of State(s) in which incorporated or organized: _____

President's Name _____ Vice President's Name _____

Secretary's Name _____ Treasurer's Name _____

FOR PARTNERSHIP:

Is the partnership: General _____ Limited _____ Association _____

Date of organization _____

Names and addresses of all partners with zip codes:

Use additional sheets if necessary

GENERAL INFORMATION:Percent (%) of work done by own forcesNo. of permanent employeesGeographical limits of operationNumber of years in businessIf bidder has done business under different name, please give name and location.Has your firm ever failed to complete a project or defaulted on a contract? _____ If so, state where and why:
_____Has your firm ever been engaged in litigation over any contract with a Project Owner? _____ If so, explain.
_____Has your firm been involved in any lawsuits in the past 5 years? _____ If so, explain. _____
_____**PRESENT PROJECTS:**List the major construction projects your organization presently has under construction:
(use separate sheet if necessary)

PROJECT	OWNER	ARCHITECT/ ENGINEER	CONTRACT AMOUNT	ESTIMATED DATE OF COMPLETION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COMPLETED PROJECTS:

List the major construction projects your organization has completed in the past three years:
(use separate sheet if necessary)

PROJECT	OWNER	ARCHITECT/ ENGINEER	CONTRACT AMOUNT	ESTIMATED DATE OF COMPLETION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

FINANCIAL CONDITION:

Bonding Capacity Per Job

Maximum Aggregate Bonding Capacity Bonding Company

Bonding Company Agent

Address and Zip Code

Attach Statement of Financial Condition, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items: (Only required of the low bidder after Bid Opening)

Current Assets: (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital, (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet

Name and address with zip code of firm preparing statement

REFERENCES:

REFERENCES (Bank and trade) with addresses and zip codes

1. _____
2. _____
3. _____

CERTIFICATION:

STATE OF _____)

COUNTY OF _____)

_____ being duly sworn deposes and says that he/she is the
_____ (title) of _____ (firm's name),

and that all of the answers to the foregoing questions and all statements therein contained are within his/her knowledge and are true and correct.

Signed under oath before me on the _____ day of _____, 2025.

Notary Public seal

SUPPLEMENTAL INFORMATION TO BIDDERS (COMPETITIVE SEALED PROPOSALS)

1.0 PURPOSE AND SCOPE. This document provides general information about the requirements for Competitive Sealed Proposals and sets forth the selection criteria and procedures for implementation.

2.0 CONTRACT AWARD PROCESS

- A) The respondent selected for award of the contract will be the Bidder whose proposal is most advantageous to the Owner. The Owner is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the Owner, as determined by the Owner.
- B) Proposals will be opened publicly to identify the names of the respondents and their respective cost proposals, only. Other contents of the proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.
- C) The Owner and the Architect will evaluate proposals. The criteria for evaluation and selection of the successful respondent for this award may be based upon:
 - 1. The Bidder's cost proposal.
 - 2. The Bidder's technical proposal.
 - 3. The Bidder's demonstrated administrative ability and financial resources to perform the work
 - 4. The qualifications and experience of the project team the Bidder firm proposes to manage the project.
 - 5. The Bidder's demonstrated experience and past performance in constructing similar projects.
 - 6. The Bidder's demonstrated ability to suitably schedule the project and to meet schedules on other similar projects.
 - 7. The qualifications and experience of major subcontractors the Bidder firm proposes to use for the project.
 - 8. The Bidder's safety record supported by accurate and verifiable data.
 - 9. The methodologies for the Bidder's quality assurance program.
 - 10. The Bidder's ability to start construction of the project in a timely manner.
- D) Within 30 days after the date of opening the proposals, the Owner will evaluate and rank each proposal with respect to the selection criteria contained in this Competitive Sealed Proposals document. After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Owner may discuss with the selected bidder, offers for cost reduction and other elements of the bidder's proposal. If the Owner determines that it is unable to reach a contract satisfactory to the Owner with the selected bidder, then the Owner will terminate discussions with the selected bidder and proceed to the next bidder in order of selection ranking until a contract is reached or the Owner has rejected all proposals.
- E) Bidder shall provide 5 copies of its Contractor's Qualifications Statement and Technical Proposal.

3.0 TECHNICAL PROPOSAL FORMAT

- A) Economy of Preparation. Technical Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements for the proposal. Elaborate bindings, colored displays, promotional materials and so forth are not desired. Emphasis should be on completeness and clarity of content. Vague and equivocal statements will be viewed unfavorably.
- B) Confidentiality. The bidder may designate any portion of its technical proposal that contains trade secrets, or other proprietary data as confidential. If a bidder includes data that is not to be

disclosed to the public for any purpose or used by the Owner except for evaluation purposes, the bidder shall:

- 1) Mark the title page of the technical proposal with the following legend: This proposal includes data that shall not be disclosed outside of the review of this proposal and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal.
- 2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- 3) Bidders should note that despite such restrictions, the disclosure of such restricted information may be required under applicable laws, including, without limitation, applicable freedom of information laws.

C) Format. Technical proposal must be organized and submitted in the eight-section format as follows:

1) Bidder Firm

1.1 Organization:

- i. Give the legal name, address, and telephone number of Bidder firm.
- ii. State whether the Bidder firm is an individual, partnership, corporation, or a joint venture. If Bidder firm is a corporation, give state of incorporation.
- iii. Give number of years Bidder firm has been in business as a construction contractor.
- iv. Give number of years Bidder firm has been in business under its present business name.
- v. Give any other names under which Bidder firm has operated.

1.2 Claims and Suits: (If the answer to any of the questions below is yes, attach details.)

- i. Has Bidder firm ever failed to complete any work it was awarded?
- ii. Are there any judgments, claims, arbitration proceedings or lawsuits pending or outstanding against Bidder firm or its officers?
- iii. Has Bidder firm filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

1.3 Financial Status:

- i. Provide a letter from Bidder firm's Surety stating Bidder firm's ability to acquire bonding in the full amount of the contract.
- ii. Provide a photocopy of the current Dunn & Bradstreet report showing Bidder's financial rating for the Bidder firm.

2) Bidder's Project Team:

- 2.1 Provide an organization chart showing the Bidder firm's key personnel positions and lines of authority.
 - 2.2 Give names, qualifications, and experience of Bidder firm's key personnel positions proposed for the project.
- 3) Bidder's Experience with Other Similar Projects:
 - 3.1 Give examples of Bidder firm's experience in constructing other similar projects within the last five (5) years. Provide examples as follows:

Owner's Name:

Project Name:

Construction Cost:

Year of Completion:

Location (City and State):
 - 3.2 Give references for Bidder firm's experience in constructing other similar projects. Provide references as follows:

Full Name and Title:

Firm Name:

Mailing address:

Telephone Number:
- 4) Bidder's Project Schedules for Proposed Project and Other Similar Projects:
 - 4.1 Provide a summary level schedule for the project indicating the Bidder firm's proposed construction schedule. Base the schedule on calendar days, starting with the Owner's notice to proceed and end with final completion of the work.
 - 4.2 Provide a summary level schedule for each similar project given under 3.1 comparing the Bidder firm's initial construction schedules with the final construction schedules. Base the schedules on calendar days, starting with the Owner's notice to proceed and end with final completion of the work. If the comparison reveals a disparity between the initial and final construction schedules explain why.
- 5) Subcontractor Support and Experience:
 - 5.1 Provide a schedule of proposed major subcontractors to be used for this project. Major trades to be included are Concrete, Wood Framing, Plumbing, Mechanical, and Electrical.
 - 5.2 Provide qualifications and relevant experience for each requested major subcontractor trade.
- 6) Bidder's Safety Program
 - 6.1 Give the Bidder firm's primary insurance provider as follows:

Full Name:
Mailing Address:
Telephone Number:

6.2 Give the Bidder firm's Experience Modifier Rate (EMR) and Recordable Incident Rate (RIR).

6.3 Summarize the Bidder firm's safety program execution plan (1 page).

7) Bidder's Quality Assurance Program

7.1 Summarize the Bidder firm's quality assurance program (1 page).

8) Bidder's Current Workload

8.1 Summarize the Bidder firm's current workload and state the Bidder's availability to start construction of the project.

4.0 EVALUATION CRITERIA

The evaluation criteria for all proposals is as follows:

Cost Proposal	50%
Relevant Experience & Qualifications	10%
Experience and Qualifications of Key Project Personnel	15%
Past Performance and References	15%
Subcontractor Support and Experience	10%

5.0 ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of a proposal indicates Bidder's acceptance of the evaluation technique and Bidder's recognition that some subjective judgments must be made by the Owner during the evaluation.