

**REQUEST FOR PROPOSAL
ARPA 624 ROOF
BID #2022-06-ARPA-Env-Roof**

DATE: July 1, 2022

The Galveston County Food Bank
624 4th Ave N
Texas City, TX 77590
Phone (409) 945-4232
Website <http://www.galvestoncountyfoodbank.org>

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(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

July 1, 2022

The Galveston County Food Bank has been awarded a Federal grant that includes funds for major roof work on the 624 4th Ave N Texas City facility. A requirement is that a Request For Proposals (RFP) needs to be sent soliciting bids for the project. To maintain the safety and comfort of our clients, volunteers and guests, roof membrane replacement is necessary including the following replacement of the existing roof membrane at the Galveston County Food Bank. The roof is a commercial flat roof. The facility is leased from the City of Texas City.

1. Remove, replace and weatherproofing of Food Bank roof with new membrane roofing
2. Repair structural supports to the roof over the loading dock on the northwest side of the building.
3. Work is not to interfere with ongoing Food Bank operations.
4. Replacing the existing guttering on the North side of the Food Bank building

Scope of work is at the Galveston County Food Bank located at: 624 4th Ave N, Texas City, TX 77590.

The Galveston County Food Bank (GCFB) is requesting bids to replace the existing roof with a new membrane roof.

GENERAL CONDITIONS FOR BIDDERS:

Location of Repair Project

The Galveston County Food Bank is located at 624 4th Ave N, Texas City, TX 77590

Submission Guidelines

The Galveston County Food Bank is a tax exempt 501(c)(3) non-profit, our Tax Exemption Certificate shall be provided to the awarded bidder.

Bidding begins July 1, 2022 and ends at 5:00 PM on July 29, 2022 at the Galveston County Food Bank.

1. Bids shall be executed and submitted via e-mail. Please submit to Donnie Van Ackeren donnie@galvestoncountyfoodbank.org
2. Please include in the Email Subject Line: 2022-06-ARPA-Env-Roof
3. Bids will be opened at 10:00 AM, July 28, 2022
4. Should you have any questions concerning this request for proposals, please let us know via email jeff@galvestoncountyfoodbank.org.

Sincerely,

Donnie Van Ackeren
President
Galveston County Food Bank

Section 1

REQUEST FOR PROPOSALS

This document contains a Request for Proposals for roof membrane replacement and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the award between the successful bidder and the Institution. (Accepting a bid does not constitute acceptance of the contract.)

Soliciting Institution:

Galveston County Food Bank
624 4th Ave N
Texas City, TX 77590
(409) 945-4232

Bid number: 2022-06-ARPA-Env-Roof

Bid Issue Date: July 1, 2022

Bidding Contractor Mandatory Walkthrough July 7, 2022 at 9 AM

Bid Due Date: July 29, 2022

Bid Opening Date: August 4, 2022

Prompt Payment Discount: ____ % for payment within ____ days *(completed by bidder)*

Total Estimated Amount of Bid: _____ *(completed by bidder - in lieu of completing, bidders may supply additional bid amount detail on attachment)*

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations.

Name of Bidder:

Name of Authorized Representative:

Print or Type Name of Company

Print or Type Name of Representative

Street Address:

By:

Signature of Representative

City, State, and Zip Code:

Title:

Telephone Number:

Date:

ACCEPTANCE

Bid Name & Number:

Institution Name:

2022-06-ARPA-Env-Roof

Galveston County Food Bank

Institution's Authorized Representative:

Donnie Van Ackeren

Title: President and CEO

Institution Signature

Date:

Section 2

Certificate of Independent Price Determination

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- ☐ The person in the bidder's organization is responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- ☐ The person in the bidder's organization is not responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

Signature of bidder's authorized representative

Title _____ Date _____

In accepting this bid, the Institution certifies that the Institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above. (Accepting a bid does not constitute acceptance of the contract.)

Signature of Authorized Institution Representative

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

Section 3

Instructions to Bidders

1. Definitions

As used herein:

- a) The term “bid” means an offer to perform the work described in this Request for proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term “bidder” refers to a company submitting a bid in response to this Request for proposals.
- c) The term “contractor” means a successful bidder who is awarded a contract by this Institution under The Emergency Food Assistance Program (TEFAP), under the U. S. Department of Agriculture or ARPA Capacity Grant.
- d) The term “Request for proposals”, hereafter referred to as RFP, means the document soliciting bids through the formal advertising method of competitive sealed bid procurement.
- e) The term “Institution” means the Galveston County Food Bank that operates TEFAP, CSFP, CACFP, and SFSP Program which is issuing this RFP.
- f) The Institution’s contact is Donnie Van Ackeren, President or Jeff Gordon, Special Projects – Donnie@galvestoncountyfoodbank.org or jeff@galvestoncountyfoodbank.org.
- g) The term “responsive” means the bidder conforms to all material terms and conditions of the RFP.
- h) The term “responsible” means the bidder is capable of successfully performing under the terms and conditions of the contract.

Other terms shall have the meanings ascribed to them in TEFAP, CSFP, CACFP, and SFSP regulations or ARPA Capacity Grant.

2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so shall be at the bidder’s risk.
- b) Bids shall be executed and submitted by email.
- c) The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.

- i) If accepted, this RFP will be signed by an authorized representative of the Institution and a fully executed copy will be forwarded to the successful bidder as the notice of award.
- d) The successful bidder shall provide a contract, using the specifications outlined in this RFP to the Galveston County Food Bank by **5:00 PM July 29, 2022** to the attention of Donnie Van Ackeren, donnie@galvestoncountyfoodbank.org.
- e) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract in writing by contacting The GCFB President via email at donnie@galvestoncountyfoodbank.org.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation/questions desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested by email to donnie@galvestoncountyfoodbank.org by 5:00 PM on July 12, 2022 to allow sufficient time allowed for a reply to reach all bidders before bid opening.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to Submitted Bids

Receipt of an amendment to a bid by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken).

6. Bidders Having Interest in More than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the RFP of the Institution no later than the exact time and date indicated on the face of this RFP. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

9. Award of Contract

- a) The contract will be awarded to the best responsive and responsible bidder meeting the specific requirements.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, and financial and technical resources.

10. Late Bids, Modifications of Bids or Withdrawals of Bids

- a) Any bid received after the exact time specified for receipt will not be considered.
- b) A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of emailing of a late bid, modifications or withdrawal is providing evidence of the sent time of the email in the form of a screenshot displaying the time and date with the subject line listed above.

11. Confidentiality

- a) Bidder covenants that all data, documents, discussion, or other information developed or received by bidder or provided for performance of this Agreement

are deemed confidential and shall not be disclosed by Bidder without written authorization by GCFB.

- b) GCFB shall grant such authorization if disclosure is required by law. Bidder's covenant under this Section shall survive the termination of this Agreement.

12. Addition and Removal of Locations

- a) GCFB is required periodically to increase or decrease its fleet size and locations due to changes in demand.
- b) GCFB needs the flexibility to communicate these changes to the contractor and easily update the contract under the existing contract terms and without incurring excessive additional cost for the changes.

13. Bidder Selection

GCFB intends to select the bid with the best value based on the scoring matrix, but it reserves the right to choose multiple bidders in order to meet the needs of GCFB.

Section 4 Scope

GENERAL

1.01 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of roof membrane roofing system including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. Install walkway in all existing locations. Contractor is required to install walk-way pads at all service areas of roof penetration locations.
- C. Removal of un-used or obsolete equipment is required and will be confirmed by the owner's representative.
- D. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- E. The roofing contractor shall confirm all given information and advise GCFB prior to bid, of any conflicts that will affect their cost proposal.
- F. Any contractor who intends to submit a bid using a roofing system must submit product list and spec sheet at time of bid. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.
- G. Replace/repair "Loading Dock" roof supports and replace metal roofing.
- H. Repair or replace guttering on north side (alley side) of Food Bank.
- I. Remove existing roof ventilators and replace with new base and flashing.
- J. Obtain necessary Texas City permits for roof work and Texas Windstorm approval and certification.
- K. Provide copies of liability insurance and proposed timeline for repair work.
- L. Contractor to provide their own dumpster for trash removal in space designated by GCFB.
- M. Contractor to work around existing refrigeration condensing units, ensuring roof under these units is watertight. Two large freezer condensers, two large refrigeration condensers, one small freezer condenser and one small refrigeration condenser.
- N. There will be a mandatory walk-through of the site with GCFB on Thursday, July 7 at 9 AM. Location is 624 4th Ave N, Texas City, TX 77590.

1.02 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's warranty covering all components of the roofing system.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system.
 - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the City of Texas City prior to the issuance of the manufacturer's warranty.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store materials between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using. Store in installers trailer at designated site.
 - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation and underlayment products must be on pallets, off the ground and tightly covered with waterproof materials. Manufacturer's wrap does not provide sufficient waterproofing. Insulation and underlayment products that become wet or saturated are to be discarded.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.04 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.**
- B. Do not disrupt activities in occupied spaces.**

1.05 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:**
 - 1. Areas permitted for personnel parking,**
 - 2. Access to the site.**
 - 3. Areas permitted for storage of materials and debris, and contractors dumpster location.**
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.**

1.06 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify GCFB and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.07 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

- 1. Water, power for construction purposes and lighting may not be available at the site and may not be available to the roofing contractor.**
- 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.**
- 3. When available, electrical power should be extended as required from the source.**

B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

- 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.**
- 2. The roofing contractor shall remove all construction debris from the job site in a timely and legally acceptable manner to not detract from the aesthetics or the functions of the building**

1.08 JOB SITE PROTECTION

A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.

B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.

D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.

F. Store moisture susceptible materials above ground and protect with waterproof coverings.

G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.09 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.10 WORKMANSHIP

A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.

B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

C. There shall be a supervisor on the job site at all times while work is in progress.

D. All field seams and flashing details are to be completed according to manufacturer's specifications and details by the end of each work day.

1.11 QUALITY ASSURANCE

A. The Roofing System must achieve a UL Class A.

B. The membrane must be manufactured by the material supplier.

C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.

D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with drawings as approved by the manufacturer.

The applicator shall, upon request, be able to document three (3) installations completed more than two years prior to issuance of the contract documents, utilizing components of the proposed manufacturer, that are comparable to those required for the work and similar in scope and complexity. Provide complete contact information, warranty history for previous installations and demonstrate in-service performance.

E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.

F. There shall be no deviations made from this specification or the approved drawings without the prior written approval of GCFB and the City of Texas City. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for GCFB consideration.

G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to identify any needed corrective repairs that will be required for warranty issuance. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

H. Inspector shall be employed and trained by the manufacturer and have received product-specific training from the manufacturer of the products.

1.12 JOB CONDITIONS, CAUTIONS AND WARNINGS

A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.

B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.

C. When loading materials onto the roof, the Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.

F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.

G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.

H. New roofing shall be complete and weather tight at the end of the workday.

1.13 WARRANTY

A. Provide manufacturer's 20-year Total System Warranty covering both labor and all materials with no dollar limitation. The maximum wind speed coverage shall be peak gusts as specified by TWIA and the City of Texas City.

Note:

Warranty Length Minimum Membrane Thickness 20 year or better

1.14 METAL EDGING AND MEMBRANE TERMINATIONS

A. General: All metal edgings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International

B. Building Code. All metalwork is to be supplied and warranted by the manufacturer.

C. Drip Edge: a metal fascia/edge system with a 22 or 24 gauge continuous anchor cleat and .032 inch thick aluminum or 24 gauge steel fascia. Metal fascia color shall be as designated by the Owner's Representative.

D. Termination Bar: a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

E. Counter-Flashing: a shop fabricated 24-gauge counter-flashings.

1.15 WALKWAYS

Protective surfacing for roof traffic shall be Pressure-Sensitive Walkway Pads (with Factory-Applied

Tape on the underside of the walkway) adhered to the membrane surface.

EXECUTION

1.16 GENERAL

A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.

B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

1.17 INSULATION PLACEMENT

A. After removal of the existing EPDM membrane, inspect all existing insulation and remove and replace, in like kind, any damaged or saturated insulation. Install new layer of 2.5" insulation over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically.

B. Secure insulation to the substrate with the required mechanical fasteners in accordance with the manufacturer's specifications.

1.18 FLASHING

A. Wall and curb flashing shall be cured membrane. Continue the deck membrane as wall flashing where practicable. Use Pressure-Sensitive Curb Wrap when possible to flash curb units.

B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

1.19 WALKWAYS

A. Install walkways at all traffic concentration points (such as refrigeration units, ventilation wind turbines, etc.)

B. Adhere walkways pads or rubber pavers to the membrane in accordance with the manufacturer's specifications.

C. Statement of understanding of the services requested – include a narrative and work plan outlining an approach for addressing the requirements of the RFP

D. Quality of previous work – Examples of supplies requested as well as client testimonials and references

E. Statement of the bidder’s qualifications and financial capability as they relate to the scope of services – copies of recent audit, a current financial statement or a copy of the contractor’s federal income tax return with all amendments preferred. References from a minimum of 3 sources preferred.

F. Technical Expertise and Experience: Provide descriptions and documentation of staff technical expertise and experience

G. Additional services: Additional services outside the listed scope of services supplier will provide i.e. green initiative and social responsibility, inventory management, etc.

H. Additional information the bidder deems appropriate to assist in evaluating the proposal. Additional points will be awarded to Minority (MBE), HUB, Women-owned (WBE), Disadvantaged (DBE), Persons with Disabilities (PDBE), Veteran (VBE), Service Disabled Veteran (SDVBE) or Small (SBE) Business Enterprises with proof of these classifications.

Evaluation of Bidders

Each bidder will be evaluated on the following factors:	Total Possible Points
1 copy of the bid submitted by email with signatures	Required
Bidder representative signatures: <ul style="list-style-type: none"> • RFP Solicitation – pg. 4 • Certificate of Independent Price Determination – pg. 5 • Clean Air and Water Certification – pg. 23 • Form AD-1048 – pg. 24 • Certification Regarding Lobbying – pg. 27 	Required
A. Cost of Goods and Services	50
B. Description of Bidder	7
C. Statement of Understanding	8
D. Quality of previous work	7
E. Statement of the bidders' qualifications and financial capability - higher points given to complete financial, tax or audit records and references from 3 sources.	6
F. Technical Expertise and Experience	6
G. Additional Services	5
H. Additional relevant information - higher points given to those with proof of certification.	11
Max Possible Points	100

Section 6

General Conditions

1. Length of Contract

This contract will be in effect for Click 12 months beginning August 1, 2022 or date of agreement approval by the Galveston County Food Bank and shall end July 30, 2023, with the option to renew for one (1) additional year.

2. Payment

Invoices should be e-mailed to: PAYABLES@galvestoncountyfoodbank.org

It is the Galveston County Food Bank's policy to pay in full in net 30 days.

3. Termination Clause

The successful bidder's contract must include the following termination provisions:

- a) **For cause** - by Institution or contractor with thirty (30) days written notification.
- b) **The Institution's right to terminate** - If the contractor fails to comply with any of the requirements of the contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor's employees or subcontractors to any officer, employee or agent of the Institution.
- d) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor;
- e) and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- f) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

Section 7

General Provisions

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of the contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures

authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 7413(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [42 USC 7414] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq.], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:

- i) The term "Air Act" means the Clean Air Act, as amended [42 USC 7401, et seq.].
- ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.].
- iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 7410], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 7411] or Section 111(d), respectively, of the Air Act [42 USC 7411], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 7412].
- iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

Signature of Authorized Representative, Bidder

Date

Energy Policy and Conservation Act (42 USC 6201, et seq.)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, et seq.)

Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 USC 3702, 3704, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

Section 8

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name
Name

PR/Award Number or Project

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

Section 9

PROCUREMENT **Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **GCFB** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **GCFB** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Section 9 (cont.)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

disclosure.)

(See next page for public burden

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p>___ a. contract</p> <p>___ b. grant</p> <p>___ c. cooperative agreement</p> <p>___ d. loan</p> <p>___ e. loan guarantee</p> <p>___ f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>___ a. bid/offer/application</p> <p>___ b. initial award</p> <p>___ c. post-award</p>	<p>3. Report Type:</p> <p>___ a. initial offering</p> <p>___ b. material change</p> <p>For Material Change Only:</p> <p>Year _____</p> <p>Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee, Tier _____, <i>if known</i></p> <p>_____</p> <p>Congressional District, <i>if known</i>: _____</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>_____</p> <p>Congressional District, <i>if known</i>: _____</p>	
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p> <p>_____</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	

<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____</p> <p><input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify:</p> <p style="padding-left: 40px;">nature</p> <p>_____</p> <p style="padding-left: 40px;">value</p> <p>_____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>

will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

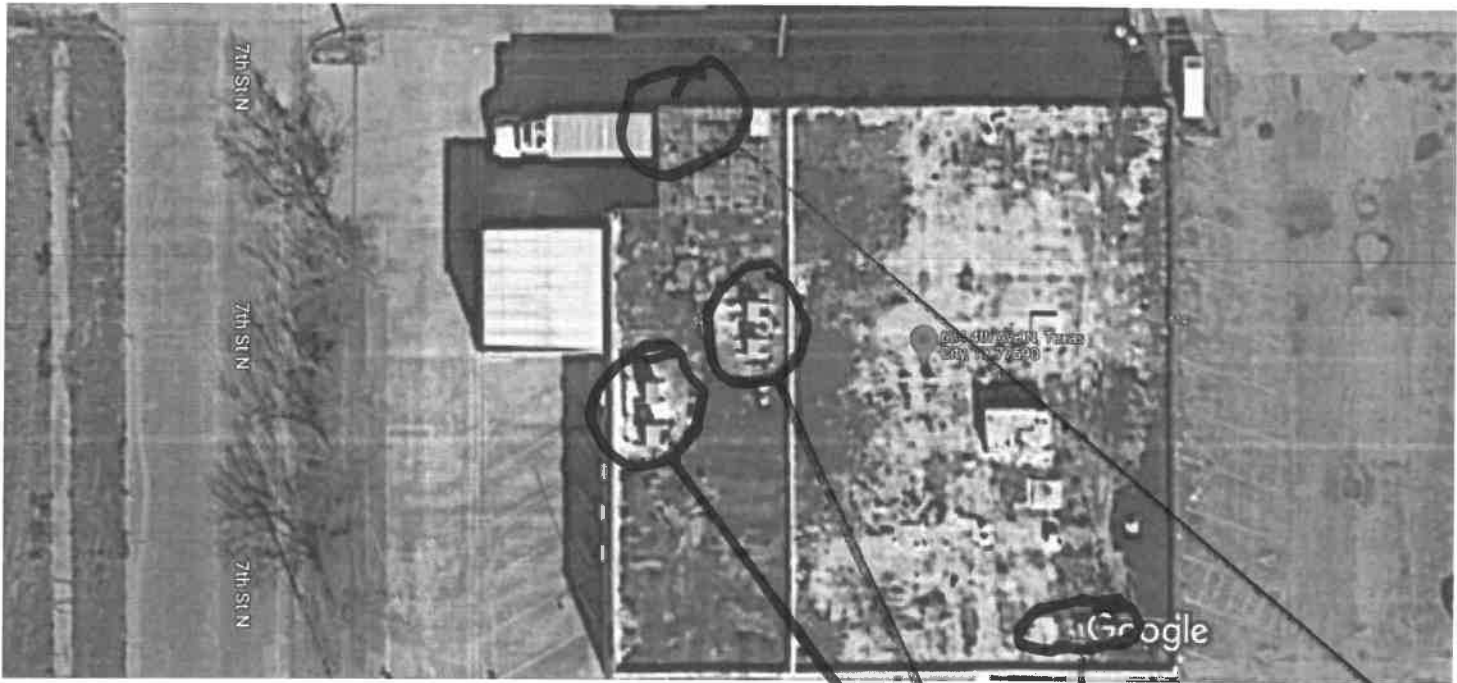
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624 4th Ave N

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Photos

REFRIGERATION

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