



MHMR Services
for the Concho Valley

"Working Together to Help People Help Themselves"

REQUEST FOR BIDS (RFB)

Sale and Removal of Red Iron Steel
1601 West Beauregard

ISSUE DATE: January 7, 2021

DUE DATE: February 1, 2021

Re-ISSUE DATE: March 8, 2021

DUE DATE: March 19, 2021

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
1.	Introduction	3
2.	Statement of Work	4
3.	RFB Schedule	6
4.	Bid Submission Instructions	7
5.	General Requirements and Notices	8
6.	Required Documentation and Procedures for Submitting Bid	11

1) INTRODUCTION

MHMR Services for the Concho Valley (MHMRCV) is a local mental health and intellectual and developmental disabilities authority serving Coke, Concho, Crockett, Irion, Reagan, Sterling and Tom Green Counties. The MHMRCV receives federal and state financial assistance through performance contracts with Texas Health and Human Services Commission and other State and Federal grant programs. The MHMRCV has approximately 180 employees and approximately 80 contractors. MHMR Services for the Concho Valley is one of 39 MHMRCVs providing similar services throughout Texas.

The MHMRCV's mission is to provide an array of services and supports which respond to the need of people with mental illness, intellectual developmental and disabilities, autism and substance use disorders enabling them to make choices that result in lives of dignity and increased independence.

The MHMRCV is a provider of services as well as the state designated Local Authority for mental health and individuals with intellectual and developmental disabilities. The role of the Local Authority is to plan, coordinate, develop policy, develop and allocate resources, supervise and ensure the provision of community based mental health and intellectual and developmental disability services for residents of the Concho Valley.

The MHMRCV, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The MHMRCV is a unit of government, under the sponsorship of Angelo State University, City of San Angelo, San Angelo Independent School District, and Tom Green County.

2) STATEMENT OF WORK

The MHMRCV is seeking bids for the sale of red iron steel at 1601 West Beauregard, San Angelo, Texas. Bidder will be responsible for the removal of the red iron steel.

The Red Iron is the steel frame constructed in front of the 1601 West Beauregard building that was previously M&R Nursery.

MHMRCV is expecting a bid from applicants that meets all requirements detailed in this Request for Bids (RFB). It must be noted, however, that irrespective of the sub-contracting or partnership arrangement, MHMRCV requires one lead bidder to present the bid and to bear all responsibility for the outcomes described in this initiative.

Bidders shall visit the site and carefully examine the areas in question as to conditions that may affect proper execution of the work. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance by MHMR Services for the Concho Valley.

All work shall be scheduled and executed. The existing building and its contents shall be protected against all risks.

3) RFB SCHEDULE

RFB Re-Distribution: March 8, 2021

Deadline for Submission/Bid Due: March 19, 2021 at 2:00 pm

Bidder Site Visits and Questions: March 10 – March 18, 2021. Site visits will need to be scheduled with Project Coordinator - David Cook 325-234-3135 and questions directed to the Project Coordinator.

Bid Opening: March 19, 2021, A public opening will be held immediately following receipt of Bids at 2:30 pm at 1501 West Beauregard, San Angelo, 76901.

Staff Recommendation to the Board of Trustees: If applicable depending on bid amount, March 25, 2021

Anticipated Award Date: If applicable depending on bid amount, upon recommendation and Board approval or approval by the Executive Director

Following Contract award, the contents of all bids may be made available upon written request. Therefore, any information contained in the bid that is deemed to be proprietary in nature must clearly be so designated in the bid. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Bidder wishing to protest or appeal the selection process must do so within 7 days of the bid award. Protest or appeals must clearly state with specifically the grounds upon which the award selection is being challenged. Send via certified mail to:

MHMR Services for the Concho Valley
Attn: Gregory J. Rowe
1501 West Beauregard
San Angelo, Texas 76901

4) BID SUBMISSION INSTRUCTIONS

Bids may be submitted by email, in person or regular mail.

Bids should be directed to: (Bidders may not contact other members of the MHMRCV's workforce without prior approval of the Executive Director)

Email: ahernandez@mhmrvc.org

In person or regular mail: 1501 West Beauregard, San Angelo, Texas 76901

In the subject line of your bid submission email include:

RFB-Sale and Removal of Red Iron Steel

Bids must be signed by an individual legally authorized to commit to the terms of this RFB and your responses therein. Bids received unsigned will be deemed non-responsive and therefore will not be accepted.

Bids will not be opened until after the submission deadline.

Bids must remain valid for acceptance for sixty (60) days post the bid submission deadline.

Bids or modifications received after the deadline for submission may not be considered.

All statements made in the bid will be considered final, and, if the bid is accepted will be used as the basis of the purchase agreement.

The initial contract term for this system will be negotiated at the time of the contract award.

Each bid must follow the format for document submission presented in this RFB.

5) GENERAL REQUIREMENT AND NOTICES

Background: All Bidders are expected to carefully examine the RFB documents. Any ambiguities or inconsistencies should be brought to the attention of Annette Hernandez at ahernandez@mhmrvc.org.

It is the MHMRCV's intent that all information necessary to complete a response is included in this RFB. It is the responsibility of an interested bidder to obtain clarification of any information contained herein that is not fully understood. Any bidder, by and through the submission of a bid, agrees to be held responsible for:

1. Examining the RFB (any including attachments and amendments) and all referenced material.
2. Becoming familiar with the nature and scope of the services required; and
3. Identifying any local conditions, administrative rules, or other factors that may impact the MHMRCV's timeline for completion of the services.

MHMRCV is responsible for interpretation of the wording of this RFB. Its staff will not give verbal answers to inquiries regarding the RFB contents. Any verbal statement regarding the RFB prior to the award shall be considered non-binding. The only formal interpretation of the RFB will be made via responses to formal questions submitted March 10-18, 2021. Responses to questions will be available to all Bidders by March 18, 2021.

MHMRCV will make a good faith effort to contract with Historically Underutilized Businesses.

The Bidder must be bonded and insured.

Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171 and 176. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a bid for award.

MHMRCV Systems reserves the right to retain all performance by any successful bidder, and to recover all consideration paid to any bidder pursuant to a contract thus permitting forfeiture of such contract, in the event that bidder:

- a. Was doing business at the time of submitting the bid or had done business during the 365 day period immediately prior to the date on which the bid was due with an undisclosed key person;
- b. does business with a key person after the date on which the bid is due and prior to full performance of the contract and fails to disclose the name

- of any such key person in writing to MHMRCV prior to commencing business with such key person; or
- c. fails to submit a completed Form CIQ (See Attachment D) if required by Chapter 176 of the Texas Local Government Code.

Indemnification: Successful Bidder shall defend, indemnify and save harmless MHMRCV or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFB.

Assignment: The successful Bidder shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Executive Director of MHMR Services for the Concho Valley. Any attempted assignment or transfer by the bidder without such written consent shall be considered failure of contractual obligations and MHMRCV will reserve the right for immediate cancellation.

Applicable Law and Venue: The contract issued by way of this RFB shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Tom Green County, Texas.

Advertising: Bidder shall not advertise or publish without MHMRCV's prior written consent the fact that MHMRCV has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Bidder is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from MHMRCV.

Business Associate: The selected bidder agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with MHMRCV concurrent with the execution of any contract or agreement for services.

Discrimination: Bidder will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any contract, under any of the policies of the Texas Health and Human Services Commission ("HHSC"), or MHMRCV.

Acceptance/rejection of Bids: MHMRCV reserves the right to accept or reject any and/or all Bids, to waive informalities or defects in Bids, or to accept such bid(s) as it shall deem to be of the best value to MHMRCV.

Negotiation: MHMRCV reserves the right to negotiate with Bidders determined to have a reasonable chance of being selected. All such Bidders shall be afforded fair and equal treatment with respect to such negotiations, and no such bidder shall be given information that would give that bidder a competitive advantage over any other bidder.

Cancellation: MHMRCV may choose to cancel the RFB without award.

Standing: Bidder is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by the Health and Human Services Commission (HHSC); and has not voluntarily surrendered an obligation issued by HHSC or any other bidder within the past three (3) years.

Validation: MHMRCV may validate any information in a bid by using outside sources or materials. If validation discloses that information provided by a Bidder is deliberately false, the bid will be ineligible for consideration

Limitation of Liability: MHMRCV will not enter into any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

Modifications: MHMRCV reserves the right to modify the general description and scope of services, by issuing a written addendum of any such modifications.

Addenda: Any interpretations, corrections or changes to this RFB and specifications shall be made by written addenda. Addenda shall be emailed to all who are known to have received a copy of the Request for Bid. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Bidders shall acknowledge receipt of all addenda.

Altering Bids: Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. The Bidder shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

Withdrawal of Bids: A bid shall not be withdrawn or canceled by the Bidder unless the Bidder submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be equal authority as the signature of the offer.

Order of Precedence: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Bids Instructions and Conditions
- B. Other documents, exhibits and attachments

6. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING BID

Each bid response must include the following items:

1. Title page – Title page must show the RFB title; the bidder’s name; the name, address, telephone number and email address of a contact person; and the date of the bid.
2. Transmittal letter – Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFB and a statement explaining why the bidder believes itself to be best qualified to do the required work.
3. Pricing – Bidders may provide pricing in the format of their choice. The pricing must be based on the requirements as listed in the Scope of Work and identify the total contract amount. MHMRCV reserves the right to negotiate all pricing prior to the award of the contract.
4. Bidder Representative – Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the bid.
5. Bidder responses – In addition to your pricing information include complete responses to sections 8, 9 and 10 and Attachments A - F

Attachment	A	Bidder Profile
Attachment	B	Signature Page
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Lobbying of Certification
Attachment	F	Form W-9

Bids will be scored based on the criteria listed below:

- A. Timely and complete response to RFB
- B. Ability to meet specifications
- C. Bidder’s history of success
- D. Pricing

This list is in random order and does not reflect weighting.

MHMRCV reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Bidders are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon MHMRCV’s evaluation of the responses to this RFB, MHMRCV will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of MHMRCV

and will be requested in writing from the Bidders determined to be within the competitive range.

RESERVATIONS OF RIGHTS. The rights of MHMRCV include, but are not limited to:

1. Rejection of any and all Bids received.
2. Cancellation of the RFB at its sole discretion.
3. Suspension of the procurement process.
4. Request Bidders to clarify their Bids and/or submit additional information pertaining to the bid, including issuance of the RFB addenda.

This RFB does not commit MHMRCV to make an award, nor does it obligate it to pay any costs incurred by Bidders in the preparation and submission of Bids in anticipation of a contract. Should an award be made, a notice of award will be issued.

**ATTACHMENT A
BIDDER PROFILE**

1. Legal name of Individual/Company: _____
2. Address of office, which will fulfill any awarded Contract: _____

3. Number of years in business related to the proposed services: _____
4. Certification Number if an Historically Underutilized Business: _____
5. Qualification if HUB eligible, but not certified: _____
6. Type of Operation: Individual Partnership Corporation
Government
7. Number of employees dedicated to fulfillment of any awarded Contract: _____
8. Please disclose any GPO affiliations or State of Texas contract participation

9. Is the Company currently for sale or involved in any transaction to expand or to become acquired by another business bidder? **Yes** **No**
If yes, please explain the impact both in organizational and directional terms.
10. Provide any details of all past or pending litigation or claims filed against Bidder that are either related to the work or that would affect Bidder's performance under a Contract.
11. Is Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other bidder? **Yes** **No** If yes, specify date(s), details, circumstances, and prospects for resolution.

12. Are there any circumstances impacting Bidder that could affect Bidder's ability to perform under a Contract? **Yes** **No** If yes, please describe the circumstances and potential effect.

13. Provide three references that can verify the Bidder's work

Client Name	Address	Key Contact	Phone

**ATTACHMENT B
SIGNATURE PAGE**

The attached bid application is being submitted in response to the RFB – Sale and Removal of Red Iron Steel. The bid is a firm offer and shall remain open offer, valid for sixty (60) days from the date of this document.

MHMRCV in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each bid, shall have the right to reject any and all Bids and shall not be bound to accept the lowest bid and shall be allowed to accept the total bid of any one Bidder.

I understand that this bid will be reviewed and evaluated according to the procedures indicated in this RFB.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

ATTACHMENT C ASSURANCES DOCUMENT

Bidder assures the following:

1. All addenda and attachments to the RFB as distributed by MHMRCV and designated by the checklist have been received.
2. No attempt has been or will be made by the Bidder to induce any person or firm to submit or not to submit a bid, unless so described in its bid.
3. The Bidder does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFB response documents or attachments.
5. Bidder accepts the terms, conditions, criteria, and requirements set forth in the RFB.
6. Bidder accepts MHMRCV's right to cancel the RFB at any time prior to Contract award.
7. Bidder accepts the MHMRCV's right to alter the timetables for procurement that are set forth in the RFB.
8. The Bid submitted by the Bidder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Bid submitted by the Bidder has not been knowingly disclosed by the Bidder to any other Bidder prior to the notice of intent to award.
10. No claim will be made for payment to cover cost incurred in the preparation of the submission of the Bid or any other associated costs.
11. MHMRCV has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to Bidder is authorized to legally bind the Bidder.
13. No employee of MHMRCV, and no member of MHMRCV's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to

Bidder. If the Bidder is unable to make the affirmation, then the Bidder must disclose any knowledge of such interest. See Attachment D.

14. Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
15. Bidder has not filed for bankruptcy within the past five (5) years.
16. Bidder is not currently in the process of filing for bankruptcy.
17. Bidder is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
18. Bidder shall disclose whether any of the directors or personnel of Bidder have either been an employee or a trustee of MHMRCV within the past two (2) years preceding the date of submission of the Bid. If such employment has existed, or a term of office served, the Bid shall state in writing the nature and time of the affiliations as defined. See attachment D.
19. Bidder shall identify in writing any trustee or employee of MHMRCV who has financial interest in Bidder or who is related within the second degree by consanguinity or affinity to a person having such financial interest and the relationship, if applicable. See Attachment D.
20. No former employee or officer of MHMRCV directly or indirectly aided or attempted to aid in procurement of Bidder's service.
21. Bidder shall disclose in writing the name of every MHMRCV employee and/or member of MHMRCV's Board of Trustees with whom Bidder is doing business or has done business during the 365 day period immediately prior to the date on which the Bidder that the natural person executing the Bid has no knowledge of any key persons with whom Bidder is doing business or has done business during the 365 day period prior to the immediate date on which the Bid is due. See Attachment D.
22. Under Section 231.006, Family Code, the Bidder/bidder or applicant certifies that the individual or business bidder named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this submission may be rejected or terminated and if applicable, payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence,

“bidder or applicant” shall mean Bidder; contract, bid or application shall mean the Bid; and “this contract” shall mean any Contract awarded to the Successful Bidder.

The Company or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT D
CONFLICT OF INTEREST QUESTIONNAIRE

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your bid)

A signature is required in Box 7 regardless of any other entry on the form.

**ATTACHMENT E
LOBBYING CERTIFICATION**

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

- 1) No federal appropriated 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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 attempted to influence an officer or employee of a member of Congress in connection with this federal contract, grant, loan, 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 \$100,00 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

**ATTACHMENT F
FORM W-9**

Request for Taxpayer Identification Number and Certification

Bidders are to complete a W-9 Form and submit with Bid Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>