

**Guadalupe Basin Natural Resources Center
RTU HVAC Replacement**

Advertisement for Bids

Upper Guadalupe River Authority (UGRA) is requesting sealed Bids for the replacement of multiple rooftop heating, ventilation and air conditioning (HVAC) units (RTUs) at the Guadalupe Basin Natural Resources Center (125 Lehmann Drive, Kerrville TX 78028). The selected contractor will be responsible for removing the existing RTUs and providing all labor, equipment, tools, machinery, transportation, supervision, and services necessary to furnish and install replacement RTUs in accordance with UGRA's specifications. Sealed Bids will be received at the UGRA office until 4:00 PM, Friday, March 14, 2025, at which time Bids will be publicly opened and read aloud.

Sealed Bids must be clearly marked: **Guadalupe Basin Natural Resources Center RTU Replacement**

UGRA reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. Also, UGRA reserves the right to reject the bid or any bidder if UGRA believes that it would not be most advantageous to UGRA to make an award to that bidder or would not result in the best and most economical completion of the project, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by UGRA.

Requests for Bids and specification documents may be obtained from the UGRA Office (125 Lehmann Drive, Suite 100, Kerrville TX 78028) or downloaded from the UGRA website (www.ugra.org/public-information/bids-and-notices).

Questions regarding the Request for Bids or project specifications may be directed to UGRA (830-896-5456 x221, tthompson@ugra.org).

Dated: 02/14/2025

UPPER GUADALUPE RIVER AUTHORITY

**Upper Guadalupe River Authority
Request for Bids**

Instructions to Bidders

I. Bid Submittal

Bidders must submit their Bids as follows:

- 1) One original hard copy of the Bid must be submitted.
- 2) Bid Submittal Form must:
 - a. Be completed in ink or be typewritten.
 - b. Contain an original signature of a person authorized to bind the Bidder to the Contract.
 - c. Not be modified unless directed by UGRA in an addendum to the Bid process.
- 3) Bids must be submitted in a sealed envelope that is marked with the name of the project as shown in the Advertisement for Bids.
- 4) The envelope must be addressed to the Upper Guadalupe River Authority, General Manager, 125 Lehmann Drive, Suite 100, Kerrville, TX 78028.
- 5) The Bids must not contain qualifications, conditions, or riders that modify UGRA's Request for Bids.
- 6) Bidders must clearly state their Bid prices and any conditions that are allowed by UGRA's Request for Bids.

II. Timely Bid Delivery

Bids received prior to the Bid opening date and time will remain sealed until the Bid opening date and time. Bids received after the opening date and time will not be considered.

III. Bid Defects

UGRA may waive Bid defects that do not give a Bidder a substantial advantage over the other Bidders, or a benefit not enjoyed by the other Bidders.

IV. Withdrawal of Bids

A Bidder may withdraw a Bid by giving the UGRA written notice not later than the 10th business day before the date scheduled for the Contract award. After that date, the Bidder must receive the UGRA's written consent to withdraw the Bid.

V. Payment Bond

The successful Bidder must furnish to UGRA a payment bond in the amount of 100% of the contract price executed by a Surety authorized to do business in the State of Texas and meeting the other requirements of Chapter 3503, Tex. Insurance Code and Chapter 2253, Texas Government Code. The successful Bidder must furnish the payment bond within ten days of UGRA's award of the contract. The cost of the payment bond must be included in the contract price.

VI. Determining Most Advantageous Bidder

In determining the most advantageous Bidder, UGRA may consider:

- 1) Whether the Bidder maintains a permanent place of business.
- 2) Whether the Bidder has adequate equipment to perform the required work.
- 3) Whether the Bidder is financially able to comply with the contract.
- 4) Whether the Bidder has appropriate technical expertise.
- 5) Whether the Bidder has a satisfactory past performance record.
- 6) Whether the Bidder complies with any other criteria in the Request for Bids.
- 7) Bid price.
- 8) Any factors that may affect the Bidder's ability to perform the work and result in the best and most economical completion of the Project.

VII. Bid Rejection

- 1) UGRA may reject any and all Bids.
- 2) UGRA will reject Bids that do not meet the requirements of the Request to Bid.
- 3) Bids not awarded within the time specified for accepting Bids, as stated in the Advertisement for Bids, are deemed rejected.

VIII. Addenda

- 1) Bidders that want more information on or an interpretation relating to the Request for Bids must make a written request to UGRA at least 48 hours before the Bid opening (tthompson@ugra.org). Answers to questions or requests for clarification will be provided in an Addendum sent to all the Bidders.
- 2) If a Bidder finds discrepancies or errors in or has questions about the Request for Bids, the Bidder should notify UGRA immediately (tthompson@ugra.org). If appropriate, UGRA will respond with a written Addendum sent to all the Bidders, which will become a part of the project documents.

IX. Insurance Requirements

- 1) The successful Bidder (as Contractor) must maintain the insurance types and coverages at its sole cost and expense maintain insurance policies as follows:
 - a. Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Independent Contractor's employees who are engaged in the work, with a minimum of Employer's Liability of Five Hundred Thousand (\$500,000) each accident.
 - b. Comprehensive General Bodily Injury and Property Damage Liability, including Contractual and Independent Contractor's Protective Liability (CGL). This insurance shall include but not be limited to each occurrence of bodily injury to or death of persons and/or loss or loss of use or damage to property. Such insurance shall be provided in a minimum Combined Single Limit of ONE MILLION DOLLARS (\$1,000,000) for any one accident.
 - c. Vehicle liability insurance protecting Independent Contractor from claims which may arise from UGRA, use or maintenance of owned or non-owned vehicles, including rented or leased vehicles, whether such operation is by Independent Contractor, or anyone directly or indirectly employed by Independent Contractor. The minimum limits required are ONE MILLION DOLLARS (\$1,000,000) for each occurrence combined single limit personal injury and property damage.

- 2) All the policies of insurance (except workers' compensation) to be maintained by Independent Contractor shall provide for waivers of subrogation in favor of UGRA and its respective affiliates, employees, officers, directors, and any other persons required by UGRA. Further, all such policies of insurance shall be endorsed to provide a severability of interests or cross-liability clause; to provide that the insurance is primary and not excess to or on a contributing basis with any insurance or self-insurance maintained by UGRA or any designee; and to name UGRA, any designee, and their respective officers, directors, and employees as additional insured.
- 3) The successful Bidder (as Contractor) shall provide evidence of insurance required hereunder, in the form of copies of the insurance certificates with a carrier whose Best's rating is not less than A- or is acceptable to UGRA, upon execution of the Contract, and shall evidence coverage dating from the date of execution of the Contract. All deductibles are for the account of Independent Contractor and shall not exceed \$25,000 per occurrence and \$100,000 in the aggregate without prior approval from UGRA. All such insurance certificates shall represent and warrant that the policies may not be canceled or diminished without ninety (90) days' prior notice by certified mail to UGRA.

X. Sales and Use Tax Exemption

- 1) The successful Bidder (as Contractor) must pay all taxes that apply to the Work. UGRA is a tax-exempt entity.
- 2) UGRA will provide the Contractor with a copy of UGRA's tax exempt certificate for purchases that are exempt from payment of sales tax.
- 3) UGRA makes no representation or warranties regarding the applicability of any sales tax exemption.

Bid Submittal Form

TO: Upper Guadalupe River Authority
Ms. Tara Bushnoe
125 Lehmann, Drive, Suite 100
Kerrville, Texas 78028

The undersigned Bidder submits its Bid for the Project as follows:

1. **Representations.** The undersigned Bidder:
 - a. Has examined the Request for Bids and all other Bid documents for this project.
 - b. Fully understands all factors and conditions affecting or that may affect the work including the:
 - i. Extent, scope, and character of the work to be performed.
 - ii. Location, arrangement, and requirements of the proposed work.
 - iii. Space available for storage.
 - iv. Availability and accessibility of utilities.
 - v. Anticipated labor supply and costs.
 - vi. Availability and costs of materials, tools, and equipment.
 - vii. Issues similar to the above factors and conditions.
 - c. Has visited the project site and correlated its personal observations with the requirements of the Bid documents.
 - d. Understands that UGRA may reject any and all Bids.

2. **Payment Bond and Insurance.** If the Bid is awarded to the undersigned Bidder, it will submit executed Payment Bonds to UGRA within ten days of the UGRA Board’s award of the Contract. Within such a ten-day period, the Bidder will also submit to UGRA insurance certificates meeting all requirements stated in the Request for Bids.

3. **Similar Projects and References.** Within the past five years, the undersigned Bidder has performed the following three projects that are similar to this project:

Project No. 1

Name of Project: _____

Date Completed: _____

Location of Project: _____

Project Cost: _____

Name of Owner: _____

Phone Number of Owner: _____

Project No. 2

Name of Project: _____

Date Completed: _____

Location of Project: _____

Project Cost: _____

Name of Owner: _____

Phone Number of Owner: _____

Project No. 3

Name of Project: _____

Date Completed: _____

Location of Project: _____

Project Cost: _____

Name of Owner: _____

Phone Number of Owner: _____

4. **Addenda.** The Bid price reflects the requirements of the following Addendum/Addenda, which the undersigned Bidder has received. If there is no addendum the Bidder has left them blank:

a. Addendum No. _____ dated _____

b. Addendum No. _____ dated _____

5. **Bid Price.** The undersigned Bidder will perform the work as described in this invitation to Bid for the following total price:

a. Total Bid: _____

b. Manufacturer of RTUs: _____

c. Curb adapters will be required for the following units and are included in the Total Bid above: _____

6. Warranty. Describe the warranty terms and conditions that will be provided on this project.

7. **Exempt Items.** The Total Bid price does not include the sale and use taxes on items exempt from taxation under Section 151.309(5) and Section 151.311 of the Texas Tax Code.

8. **Conflict of Interest Questionnaire.** A completed Conflict of Interest Questionnaire is required and should be attached to this Bid. If no conflict needs to be disclosed, write “none” for the name of the officer (question 3 on Conflict of Interest Questionnaire).

Bidder’s Name (Company, Firm, Partnership, or Other Entity):

Signature: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Specification Sheet

There are four RTUs up for Bid currently (#2, #4, #9, #13). The units and their placement can be located by the attached building schematic (Attachment A). The replacement equipment should be of comparable capacity. Verify tonnage as adequate for space and suggest an alternate tonnage if deemed appropriate. The current tonnage listings are all nominal at ARI conditions.

The units up for Bid are as follows:

- 1) RTU 2
- 2) RTU 4
- 3) RTU 9
- 4) RTU 13

Existing equipment model numbers:

- 1) RTU 2 – 4 Ton, Model #: RRNL-B048CK10E
- 2) RTU 4 – 4 Ton, Model #: RRNL-B048CK10E
- 3) RTU 9 – 4 Ton, Model #: RKNL-0A048CL10E
- 4) RTU 13 – 10 Ton, Model #: RKNL-B120CL15E

The following specifications must be met for all equipment:

- 1) RTU's must be 208/230-volt 3 phase units.
- 2) Units must come with a filter rack.
- 3) Units must have hail guard over the coil.
- 4) Units will have adjustable fresh air intake.
- 5) Each unit will have a minimum EER rating of 11.
- 6) Smoke detectors will be provided and installed by the HVAC contractor.
- 7) Belt drive units shall have a variable pitch drive pulley.
- 8) A new programmable thermostat shall be provided for each unit.
- 9) New thermostat wiring as appropriate.
- 10) Each RTU shall be provided with a new non-fused disconnect switch.
- 11) Each RTU capacity must be within 5% of the nominal tonnage.
- 12) RTU's must be able to operate in cooling at capacity down to 50 degrees ambient temperature.
- 13) Each RTU may need a curb adapter to go from the new unit to existing curb so as not to disturb the roofing system (Contractor is responsible for measuring existing curb to ensure fit for new RTUs as applicable).

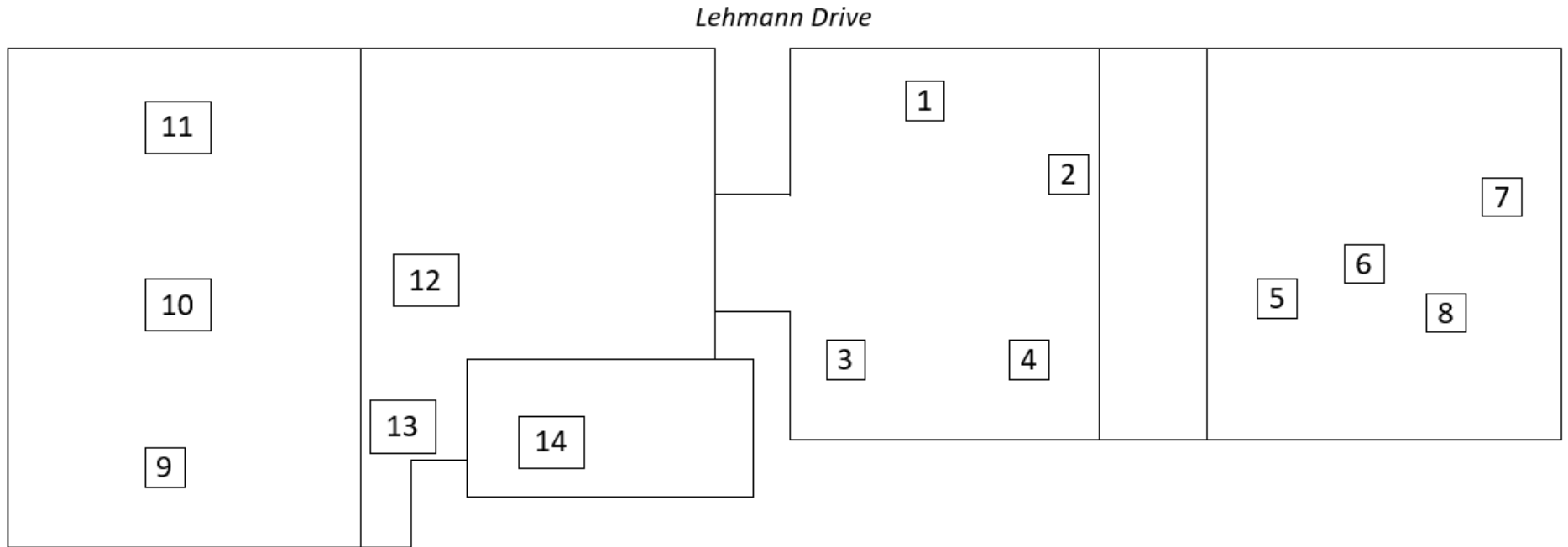
Additional Specifications:

- 1) The following manufacturers' equipment will be accepted for Bidding: RUUD, RHEEM, TRANE, and Carrier.
- 2) Each unit must meet the required specifications, or it will not be accepted.

Considerations for roofing system:

- 1) Roof is a spray Polyurethane Foam (SPF) roofing system with a silicone coating.
- 2) Roof is durable but subject to puncture and compression so equipment or tools set on the roof must use a plywood base to avoid damage.
- 3) Roof is currently under warranty and will be inspected by roofing Contractor at the conclusion of the project. Any needed repairs to the roofing system must be completed by the roofing contractor at the expense of the Bidder.

Guadalupe Basin Natural Resources Center
125 Lehmann Drive, Kerrville, TX 78028
Building Schematic



Notes:

Roof sections are different heights

Bids to replace RTU numbers 2, 4, 9, and 13 are requested at this time.