

INVITATION TO BID
PLANTATION SHUTTERS FOR HOWARD COUNTY COURTHOUSE & DISTRICT
COURT BUILDING 2023-002

Howard County, TX is accepting sealed bid proposals from qualified bidders for Plantation Shutters for 118 windows in the Howard County Courthouse and 14 windows in the Howard County District Court Building.

Specifications may be obtained from Jackie Olson in the Auditor's Office, 300 S. Main, Room 203, Big Spring, TX 79720 or by calling (432) 264-2210. Bidders may also visit our website at www.co.howard.tx.us.

Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as "Plantation Shutters" and must be received by 10:00 A.M. on Thursday, January 5, 2023 in the office of the County Auditor, Jackie Olson, 300 S Main, Room 203, Big Spring, TX. Bids will be opened at that time.

Bids will be presented to the Commissioners' Court at 3:30 P.M. on Monday, January 9, 2023 for their consideration. The Court reserves the right to reject any or all bids or to accept the bid deemed to serve the best interest of the County. Project will be paid for out of current County funds.

Specifications for 118 County Courthouse Windows:

- Paint grade wood shutters
- Color – Sherwin Williams SW7000 Ibis White
- Solid shutter from top of the windows to two inches below drop ceiling height
- Divided opening shutters from ceiling to window seal
- Three-one-half inch louvers
- Outside mount frame with oil rubbed bronze hinges

Specifications for 14 District Courthouse Windows:

- Same specifications as County Courthouse
- Color of paint is to match the existing plantation shutters in the District Attorney's Office.

NOTICE TO BIDDERS

1. Bids are to be submitted on this form. Each bid shall be placed in an envelope, sealed and properly identified with the bid title and delivered to the County Auditor's office before the hour and date specified. Late bids will not be considered under any circumstances.
2. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit price shall govern.
3. **Within 30 days after the date of the signing of the contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract if bid exceeds \$100,000.00.**
4. **The awarded bidder must provide proof of required insurance prior to commencement of the project (see Exhibit A).**
5. Unless otherwise noted, bid prices must be firm for acceptance 60 days from opening date of bid.
6. Bidder's attention is directed to the Texas Government Code Title 10 Chapter 2258 Prevailing Wage Rates. All wage rates must meet the minimum shown on the attached Exhibit B. To ensure compliance Howard County will request a random payroll from both the general contractor and subcontractors if applicable.
7. The County is exempt from Federal Excise Tax, State Tax, and Local Tax. Do not include tax in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards and will be deleted from subsequent invoices.
8. Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or his agent. No bid can be withdrawn after the opening time without approval of the Commissioners' Court based on reasonable acceptable reason.
9. The County will evaluate the bids and make awards for supplies, materials, services and equipment on the basis of the lowest and best bid which meet the specifications.
10. The County reserves the right to accept or reject all or any part of any bid and award the bid to best serve the interest of the County.
11. **Any catalog, brand name or manufacturer's reference used in the bid is descriptive, not restrictive (unless so noted). It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bids must show manufacturer, brand, model, etc. of information of each article being bid must be included with bid. Articles delivered that are determined by the County not to be of equal or comparable quality of the requested articles shall be picked up by the vendor at no expense to the County**

12. All items bid must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid.
13. By signing and executing this bid, the bidder certifies and represents to the County that bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.
14. Bidder further certifies and represents that bidder has not violated any State, Federal, or Local Law regulations or ordinance relating to bribery, improper influence, collusion, discrimination or other similar crimes and all items or services provided or delivered under and awarded shall conform hereto.
15. Awarded bid will be paid for with current county funds.

BID SUBMITTED BY: _____

NAME: _____

TITLE: _____

TELEPHONE NO: _____

ADDRESS: _____

BID PRICE FOR COURTHOUSE SHUTTERS: _____

BID GOOD THROUGH: _____

BID PRICE FOR DISTRICT COURT BUILDING: _____

BID GOOD THROUGH: _____

Signature of Owner or Agent

EXHIBIT A

- A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by County. All such insurance, including renewals, shall be subject to the approval of County for adequacy of protection and evidence of such coverage shall be furnished to County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (30) calendar days prior written notice to County. Completed Certificates of Insurance shall be filed with County prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with County.
- B. If in the judgment of County, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

General Conditions

The following condition shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement:

- 1) Named Insureds: All insurance policies required herein shall be drawn in the name of Contractor, with County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2) Waiver of Subrogation: Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 3) Certificates of Insurance: At or before the time of execution of this Agreement,

Contractor shall furnish County's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to County not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to County's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to:

County Engineer at 3604 Old Colorado City Rd, Big Spring Texas 79720.

- 4) Contractor's Liability: The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 5) Subcontractors' Insurance: Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to the County Engineer evidencing coverage for each Subcontractor and Sub-Subcontractor.

Types and Amounts of Insurance Required

The Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at the Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1. **Commercial General Liability:** This policy shall be occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the County or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall include completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$1,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire) (if not included in General Aggregate)

2. **Business Automobile Liability:** This policy shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00	Combined Single Limit
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3. **Workers' Compensation and Employer's Liability:** If the Contractor hires any employees, the Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$500,000.00	Employer's Liability, Each Accident
\$500,000.00	Employer's Liability, Disease – Each Employee
\$500,000.00	Employer's Liability, Disease – Policy Limit



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Wage Determination

Overview

Document

History

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WAGE DETERMINATIONS

Davis-Bacon Act WD # TX20220156

Wage Determination

Modification #

2

Construction

Building

Last Revised Date

Aug 05, 2022

States and Counties

State

Texas

Counties

Howard

"General Decision Number: TX20220156 08/05/2022

Superseded General Decision Number: TX20210156

State: Texas

Construction Type: Building

County: Howard County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ASBE0066-004 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 20.79	11.12

BOIL0531-001 01/01/2017

	Rates	Fringes
Boilermaker.....	\$ 28.00	22.35

* IRON0263-019 06/01/2022

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 27.14	7.68

* LAB00154-010 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.73 **	3.20

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2009-043 04/20/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.50 **	0.00
BRICKLAYER.....	\$ 17.76	0.00
CARPENTER, Includes Drywall Hanging (Excludes Acoustical Ceiling Installation).....	\$ 12.42 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27 **	0.00
ELECTRICIAN.....	\$ 15.50	2.71
LABORER: Common or General.....	\$ 8.03 **	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00
LABORER: Mortar Mixer.....	\$ 9.50 **	0.00
LATHER.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00

OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLASTERER.....	\$ 15.00	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

**HOWARD COUNTY, TEXAS
COUNTY JUDGE
300 S. MAIN ST., BIG SPRING, TX 79720
(432) 264-2202 FAX (432) 264-2238**

CONTRACT

**STATE OF TEXAS
COUNTY OF HOWARD**

WHEREAS, the attached "Bid Package" which includes the Invitation to Bid, General Conditions/Instructions, Specifications, Bid Submittal Form, and Bid Sheet(s) for the work being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.023; and

WHEREAS, the Howard County Commissioners' Court as the governing body of Howard County did on _____ award a contract to _____ (Contractor/Bidder) For furnishing the materials, equipment, supplies and/or services in quantities and at prices set forth in the attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Howard County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

(a) If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253 (Public Work Performance and Payment Bonds), Government Code.

THAT IN ACCORDANCE with the attached, the County's acceptance of equipment, supplies, and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification, or alteration of the terms of this contract shall be binding, unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Howard County.

IN TESTIMONY WHEREOF; Witness our hands at Howard County, Texas, effective as of the date awarded above, if any.

HOWARD COUNTY

BY _____
County Judge

ATTEST _____
County Clerk

CONTRACTOR

Name of Contracting Company

Contact Name/Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail Address

****Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**



HOWARD COUNTY TEXAS

HOUSE BILL 89 VERIFICATION

All fields must be completed

I, _____
Authorized Company Representative

The undersigned representative of _____
Business Name

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract between the above-names Company, business or individual and Howard County Texas.

Signature

Date

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.