



# INVITATION FOR BID (IFB)

| IFB Number        | Scope Number | Closing Date | Closing Time | Return IFB Submittal |
|-------------------|--------------|--------------|--------------|----------------------|
| PR126002-033-9352 | 7058         | 9/23/2020    | 4:00pm CST   | bids@synergynds.com  |

|                            |                               |        |       |                        |
|----------------------------|-------------------------------|--------|-------|------------------------|
| IFB Reference Information: | <b>Plumbing Installation</b>  |        |       |                        |
| Insured Property Owner:    | <b>City of Donna</b>          |        |       |                        |
| Property Location Name:    | <b>Public Works Warehouse</b> |        |       |                        |
| Address Line 1:            | 1304 Silver Ave.              |        |       |                        |
| Address Line 2:            | Enter Text Here               |        |       |                        |
| City:                      | <b>Donna</b>                  | State: | Texas | Zip Code: <b>78537</b> |

**DESCRIPTION:** Furnish all required labor, materials and equipment necessary to provide Scope-of-Work at the above described location. Work is being authorized under the elected TML TurnKey Recovery Program<sup>SM</sup> administered by Synergy NDS, Inc. (SynergyNDS) on behalf of the Insured Property Owner, a Member of the Texas Municipal League (TML).

**SUBMITTAL INSTRUCTIONS:** In support of Procurement Guidelines, the IFB Packet includes specifications and terms & conditions associated with the above referenced project information.

1. Bids shall be received no later than the Closing Date & Time indicated above. Bids received after above deadline or that are not submitted in accordance to Submittal Instructions may be rejected without further explanation or contractor notification.
2. Bid shall be completed and submitted using **ONLY** the Contractor Submittal Form (provided at the end of the IFB Packet).
3. Contractor is responsible to validate all Quantities and Units of Measurements specific to the following scope items &/or products. The information and descriptions provided in the IFB are intended for general guidance purposes only. Contractor may not change or alter any material &/or specifications identified in the IFB for submission purposes without prior written/email notification to: [bids@synergynds.com](mailto:bids@synergynds.com).
4. Contractor has the sole responsibility to ensure that all services and material for BID Submittal (whether stated correctly in the IFB or not) satisfactorily meet all required Codes & Standards, OSHA Guidelines and The Americans with Disabilities Act (ADA).
5. Contractor should also consider the approach (if necessary) in which to stock/store material at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen material, supplies or equipment stocked at the jobsite.
6. Bid award will be made based on best overall LUMP SUM project value as determined by SynergyNDS in accordance to market valuation, project demands, critical path scheduling – as well as overall Insured Member’s WorkForce Participation Goals. Contributing factors, in addition to price, may be considered as necessary to help determine bid award based on any additional criteria set forth by the specific TML Insured Member.

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7. SynergyNDS reserves the right to modify the IFB Specifications and Terms & Conditions at any time during the bid solicitation process. Timely notice to all bidders will be given via an electronically distributed Addendum.
8. All registered HUB & HUB Zone Contractors, as well as DBEs are encouraged to participate. Additional Contractor Financial Assistance is available to help support daily HUB/DBE Contractor's operations under the terms and condition of a successful contract award.
9. SynergyNDS is an equal opportunity employer and administers all Contracts & Contractor Agreements in accordance to the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).
10. Contractor is strongly encouraged to schedule a Site Visit of the property as necessary to support the IFB Submittal. All scheduled site visits can be requested at [bids@synergynds.com](mailto:bids@synergynds.com).
11. When a mandatory Pre-BID Meeting is identified and scheduled in a specific IFB, Contractor Attendance is a requirement as part of the Solicitation. Contractors who fail to attend the Pre-BID Meeting will not be eligible to participate in the IFB and subsequent submittal process.
12. Contractor can submit all questions &/or concerns specific to the IFB by email to: [bids@synergynds.com](mailto:bids@synergynds.com).

### **SCOPE-OF-WORK SUMMARY**

Refer to **EXHIBIT A** and any subsequent **ATTACHMENTS** for scope-of-work description that will be included after the IFB Contractor Submittal Form on Page #13.

- \*This IFB is part of a potential Federally Funded Project.
- \*This IFB does not require a Contractor Payment or Performance Bond.
- \*This IFB does not require a Pre-BID Meeting
- \*This IFB supports workforce participation goals.

**\*\* THE REMAINING PART OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\***

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## **GENERAL TERMS & CONDITIONS**

1. Contractor shall be responsible for field verifying all conditions, dimensions & quantities prior to IFB Submittal and the implementation of this scope of work. Any Exhibits, Plans, Drawing &/or Other Supporting Documents have been included for general reference purposes only.
2. Contractor is responsible to identify and satisfactorily address all applicable regulatory requirements, including but not limited to Codes & Standards, HUD/DBE Participation Goals & Guidelines and ADA/FHA Specifications.
3. Contractor shall indicate in writing and be responsible to submit to SynergyNDS via email distribution to [bids@synergynds.com](mailto:bids@synergynds.com) any request or need for additional 3<sup>rd</sup> Party Assignment as necessary to further identify required codes & standards, scope specifications or public health safety concerns outside of Contractor's professional competence &/or licenses.
4. Contractor is to obtain their own permits and schedule all applicable inspections. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable direct from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and submitted with proper documentation.
5. Contractor shall prohibit discrimination against staff &/or available workforce based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Contractor and its subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
6. Contractor is to abide by all applicable OSHA and project safety requirements and standards. Contractor shall require all employees to utilize proper PPE when applicable, including but not limited to: fall protection harnesses, hard hats, safety glasses, safety foot wear, gloves and etc.
7. Contractor is responsible for submitting applicable project and associated contract documents as defined by Architectural Drawings Specifications, Engineering Requirements, Certificates of Insurance, Change Order Requests and any written or documented deviations from approved scopes-of-work or Contract.
8. Contractor may be asked to provide Material Safety Data Sheets (MSDS) to the Industrial Hygienist of record (for the project) for chemical-based products that will be used including, but not limited to, glues, cleaners, solvents, anti-microbial products, sanitizing agents, etc. The Industrial Hygienist of record retains the right to not allow the use of any of the products selected.
9. Contractor shall be responsible under terms of the Agreement for supplying any and all necessary labor, equipment, tools, materials and travel expense to complete the scope of work unless directed otherwise in the IFB. This includes but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated Expenses, Travel Cost and Overhead & Profit which are to be included in the IFB Contractor Lump Sum Proposal.
10. Contractor shall protect all property from new and supplemental damage during the performance of work. This includes, but necessarily limited to: wall finishes, floor finishes, windows, electrical systems, mechanical systems, communication systems, life safety systems, security systems, HVAC control

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systems, plumbing systems, lighting systems, structurally related components, exterior elements, vegetation, property-of-others, and etc.

11. Contractor shall be responsible for any breakage &/or cleaning of unintended damage, debris, coatings, coverings, overspray and residual caulking from the aforementioned property described above. If affected property can't be successfully cleaned &/or restored to pre-existing condition, SynergyNDS will seek reimbursement from Contractor &/or deduct the appropriate replacement cost from outstanding Invoice Payment (Contract Value).
12. Contractor is EXPECTED to maintain a Clean & Safe Work Environment throughout the lifecycle of the awarded scope-of-work. This includes daily clean-up and organization of the Contractor's work area specific to all material waste, debris, tools &/or equipment. Failure to do so (after 3 documented warnings) can result in back charges to Contractor in the amount of \$25.50 hourly rate with a minimum \$150.00 per day clean-up rate (as determined by the SynergyNDS or the Insured Property Owner).
13. Contractor shall be responsible for securing work area(s) from access by non-authorized building occupants, including all persons not directly part of the restoration, repair and/or rebuild efforts. This includes securing work area(s) as identified in the IFB Scope-of-Work &/or under Contractors control.
14. Contractor shall provide and implement a site-specific health and safety plan to include hazard communication and related OSHA requirements to protect workers as well as the general public with access to the work area.
15. If the Contractor determines that deviations, modifications (change order or supplemental costs) from the initial scope-or-work are required, the Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial BID. The written request will contain, at a minimum:
  - a. Reason for deviation or modification
  - b. Description of deviation or modification
  - c. Project cost addition or subtraction for deviation or modification
  - d. Estimated time required for deviation or modification.
16. Contractor is NOT responsible for any conditions or activities the building owner or employees implemented prior to their arrival to the job site. This includes removal of contents, equipment or personnel from the affected areas to the non-affected areas of the building.
17. During the performance of Contractor's scope-of-work, pre-existing damage to the building, structure, system failures or other anomalies may be found. If this occurs, the Contractor has the responsibility to identify, document and report these deficiencies immediately to SynergyNDS by email notification to [projects@synergynnds.com](mailto:projects@synergynnds.com). Verbal notification &/or discussion only with the Onsite Project Manager is encouraged but not binding. Written documentation must be provided in efforts to comply with the required transparent approach.
18. Contractor is responsible to ensure that their employees &/or its sub-contractors comply with the provisions and terms of the IFB and Contract Agreement.

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**PAYMENT:** Project is managed by SynergyNDS, Inc., under the TML Turnkey Recovery Program. Payments will be made directly to the contractor(s) in accordance with described terms & conditions. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to BID AWARD. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is annual \$49.95 processing fee as part of the initial contractor vetting and background check.**

**PAYMENT TERMS:** Payments will be made after inspection and approval of work by SynergyNDS, City Building Official &/or Insurance Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project audit prior to payment. \*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

**HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless SynergyNDS, Inc & TML, their officers, agents, employees, elected, and appointed officials, Insurance Representatives and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

**RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS:** SynergyNDS &/or Contracting Agent reserves the right to: reject all quotations; waive formalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interests of Insured Members of TML. Award will be based on price, contractor's daily performance capabilities, availability to provide the specified services when required &/or in accordance to critical path scheduling.

**DAMAGES:** Contractor will be held liable for any damage caused to the building and ancillary structure, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the Contractor's expense.

**WORK-SITE PRACTICES:** Contractor's workers, as well as the various trade contractors entering or leaving the work area, will all attend a site-specific safety meeting as well as daily safety meetings prior the scheduled workday. Contractor's workers entering or leaving the work area will don or remove personal protective equipment and clothing in the staging area outside of each work area. All debris & trash in the work area will be removed and disposed.

**WORKER PERSONAL PROTECTION EQUIPMENT:** The National Institute for Occupational Safety and Health (NIOSH) provides the following interim guidelines and warnings to restoration workers.

- a) Steel toed leather boots should be worn. Tennis shoes or sneakers should *not* be worn because they will transfer contamination and will not prevent punctures, bites, or crush injuries.
- b) Goggles, safety glasses with side shields or full-face shields shall be used when performing restoration related activities that involve demolition, cutting or the use of ANY power tools. Sun/glare-protective

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lenses may be needed in some work settings. The use of goggles or protective eyewear should also be worn during the application of any cleaners, sanitizers or disinfectants.

- c) Soft hat or another protective head cover. Wear an American National Standards Institute (ANSI) rated hardhat if there is any danger of falling debris or electrical hazards.
- d) Hearing protection (when working in an environment with any noise that you must shout over to be heard).
- e) Comfortable, form fitting, light weight clothing including long pants and a long-sleeved shirt or coveralls. Additional PPE, respiratory protection, or clothing may be required when specific exposure hazards are identified or expected at the work site. In some instances, the protective ensemble components (garment, boots and gloves) may need to be impervious to contaminated flood or other site-specific chemical, physical, or biological hazards. In all instances, workers are advised to wash their hands with soap and clean water, especially before eating or drinking. Protect any cuts or abrasions with waterproof gloves and dressings. The use of insect repellent, sun block and lip balm may also be required for some work environments. Drink plenty of bottled water and take frequent rest breaks to avoid overexertion.

**THERMAL STRESSES: HEAT:** Workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear loose-fitting clothing. Additionally, incorporate work-rest cycles into work routines and when possible distribute the workload evenly throughout the day.

\*\*\*\*Temporary cooling to the work areas shall only be authorized by the owner's representative based on the actual need for the work being performed. Where the conditions allow for the operation of part or all of the ventilation systems serving the work area then the need for temporary cooling is NOT necessary. The work area should be maintained at conditions that meet OSHA requirements for health and safety.\*\*\*\*

**WORKING IN CONFINED SPACES:** If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, or similar enclosure, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

- a) limited openings for entry or exit;
- b) unfavorable natural ventilation; or
- c) Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. **Never** enter a confined space unless you have been properly trained, even to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

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**CONTRACT IMPLEMENTATION:** Contract will be awarded upon review of all bids and proposals received by SynergyNDS. Initiation of intent-to-contract with Contractor will be engaged upon email notification and signed/returned Contractor Agreement Form. Contract-in-full will occur upon SynergyNDS receipt of all required documentation including but not limited to:

- a) Performance Bond &/or Payment Bond (If Required)
- b) Certificate of General Liability Insurance
- c) Certificate of Auto Insurance
- d) Certificate of Worker's Compensation or Letter of Exemption
- e) Contractor's W-9
- f) State Licenses

Further description of insurance requirements is listed in "Insurance & Licensing Requirements." No material deposits &/or payments will be made to Contractor until all required documentation has been received.

**ASSIGNMENT OF CONTRACT:** Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by SynergyNDS. Such acceptance shall be at the sole discretion of the SynergyNDS upon request of the Contractor. Upon approved and executed Transfer-of-Contract-Agreement, Contractor will be responsible for the coordination and hand-off of work/trades with the newly Assigned Contractor. Failure to coordinate this work will not relieve original Contractor of their obligations and shall not constitute additional cost as governed by the Lump Sum Contract Award.

**ASSIGNMENT OF CONTRACTOR:** Contractor is responsible for supplying all required Personal Protective Equipment (PPE), including but not limited to the furnishing and appropriate use of: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required), tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc. Contractor is required to be familiar with and follow all OSHA and State of Texas's safety requirements.

- a) Contractor is to hold daily jobsite safety meetings that review the work to be performed, the hazards involved and the methods for reducing and eliminating such hazards, as well as maintain meeting records, - including attendance lists, which shall be kept onsite and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all OSHA violations associated with his/her employees.
- b) SynergyNDS reserves the right to hold weekly progress meetings for which the Subcontractor shall attend. Contractor shall be responsible for daily cleanup of the work performed herein. Failure to cleanup daily after trade will result in cleanup supplementation at Contractor's cost. Twenty-Four (24) hour notice will be given prior to supplementation. Contractor shall be responsible for delivery, loading, unloading, storage, protection, etc. of all work provided herein.

**ENERGY EFFICIENCY:** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

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**PROCUREMENT OF RECOVERED MATERIALS:** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor should procure items designated in the EPA Guidelines that contain the highest percentage of recovered materials practical unless the Contractor determines that such items:

- a) are not reasonably available in a reasonable period of time;
- b) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology;

**FAILURE TO COMPLY:** For failure to deliver in accordance with specifications, SynergyNDS may cancel the contract or any part thereof and purchase services on the open market, charging any additional cost to the Contractor. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work.

**INSURANCE & LICENSING REQUIREMENTS:** Before starting work, the Contractor will provide SynergyNDS proof of Worker's Compensation and Commercial and Public Liability Insurance. The Contractor must be licensed to do business in the State of Texas and SynergyNDS must be named as an additional insured on general liability insurance certificate. Contractor will need to go to [www.syngerynds.com](http://www.syngerynds.com) and complete the initial registration for the Managed Vendor Program (MVP). Contractor will be required to upload the following information (when applicable) prior to contract award and eligible material deposits.

- a) The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.
- b) Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least \$500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.
- c) Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damages of not less than \$500,000.00 per occurrence.
- d) Builder's Work Insurance limit of at least \$5,000.00 per occurrence and \$10,000.00 aggregate.
- e) Professional Liability \$1,000,000 per occurrence (if applicable).

Contractor will not allow insurance coverage to lapse and will provide SynergyNDS with updated Certificates of Insurance as necessary. All policies must provide that at least thirty (30) days' notice of cancellation will be given to SynergyNDS. All Contractor employees &/or subcontractors are bound by the Insurance Requirement. Contractor is the sole responsible party for all its Employee &/or SubContractor infractions, accidents, damages and all general liability concerns that occur, whether directly or indirectly, as related to Contracted Scope-of-Work.

## **The certificate holder(s) must be noted as:**

Synergy NDS, Inc.  
1400 Sarno Rd  
Melbourne, FL 32935



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## **FEDERAL CONTRACT REQUIREMENTS ONLY (In a Declared Event)**

If stated in the IFB, the Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

9.29.1 Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, SynergyNDS must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. SynergyNDS must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SynergyNDS must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9.29.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by SynergyNDS in excess of

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\$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.29.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

9.29.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of \$150,000.

9.29.5 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689(3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9.29.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9.29.7 Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered

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materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **OTHER FEDERAL REQUIREMENTS (In a Declared Event)**

9.29.9 Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

9.29.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of SynergyNDS that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with SYNERGYNDS funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. SynergyNDS and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. SynergyNDS and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a) If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.
- b) Affirmative steps must include:
  - I. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **INVITATION FOR BID (IFB)**

VI. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

9.30 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

9.31 If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between SYNERGYNDS and the Texas Division of Emergency Management (Division).

9.32 The CONTRACTOR shall hold the Division and SYNERGYNDS harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

**\*\* THE REMAINING PART OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\***

# IFB – CONTRACTOR SUBMITTAL FORM

| IFB Number        | Scope Number | Closing Date | Closing Time | Return IFB Submittal |
|-------------------|--------------|--------------|--------------|----------------------|
| PR126002-033-9352 | 7009         | 9/23/2020    | 4:00pm CST   | bids@synergynds.com  |

Company Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Contractor Certification:  DBE     WBE/WOSB     HUB     SDVOSB/VOSB

### CONTRACTOR LUMP SUM PROPOSAL:

|                  |                                  |                  |          |
|------------------|----------------------------------|------------------|----------|
| <b>IFB TITLE</b> | Plumbing Installation            | <b>PROPOSAL:</b> | \$ _____ |
| <b>IFB TITLE</b> | Click or tap here to enter text. | <b>PROPOSAL:</b> | \$ _____ |
| <b>IFB TITLE</b> | Click or tap here to enter text. | <b>PROPOSAL:</b> | \$ _____ |
| <b>IFB TITLE</b> | Click or tap here to enter text. | <b>PROPOSAL:</b> | \$ _____ |

Material Deposit |  Required |  Requested | in the amount of \$ \_\_\_\_\_

***I, having the legal authorization to represent the "Company" (the undersigned) have read and understood all previous 1-13 pages and the subsequent Attached Exhibits in accordance to the applicable Terms & Conditions as described in the IFB Packet preceding the attached Contractor Submittal Form:***

**Company Contact Name (Please Print)**

**Company Title (Please Print)**

**Signature**

**Date**

\*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

# INVITATION FOR BID (IFB)

## PR125972 - Exhibit A

**Project Summary:** The City of Donna Public Works Warehouse Building sustained damages as a result of Hurricane Hanna. All interior finishes of the building have been replaced. Reference photos have been included at the end of this document. Work will include items listed below which are: Installing all plumbing fixtures.

### **COVID-19**

Construction work is consistent with classifications of essential work during the COVID-19 Pandemic. All contractors are expected to follow national, state, and local recommendations for essential work. Contractors must contact project manager of record prior to making a site visit. Contractors shall ensure that they have not been in contact with a person who has tested positive for COVID-19 in the past 14 days. Contractors making a site visit will be required to wear a mask while on location. If a contractor has experienced any signs or symptoms of COVID-19 during the past 14 days they will not be allowed onsite without a negative COVID-19 test.

### **Building Information:**

Public Works Warehouse Building  
1304 Silver Ave.  
Donna, TX 78537

### **Submittal Information:**

Bids are to be returned to: [bids@synergynds.com](mailto:bids@synergynds.com)

This is a lump sum bid for all identified work:

For purposes of generating bid- RFP Packet includes scope specifications and bid sheet specific to referenced services for SynergyNDS.

- Bids shall be received no later than **4:00 PM Friday, September 23, 2020.**
- Subject Line: "Bid No. PR126002-Donna-9352; Public Works Warehouse Building Plumbing Installation.
- Plumbing fixtures should be ready for installation on or around 09/28/2020. Installation of sinks will be dependent on installation of cabinet schedule.

To schedule a walkthrough of the property, contact SynergyNDS Senior Project Manager, Keith Bassett by cell phone ([706-551-4946](tel:706-551-4946)).

### **Work Scope:**

# INVITATION FOR BID (IFB)

## PR125972 - Exhibit A

- Contractor shall coordinate all work with SynergyNDS.
- Contractor shall install provided plumbing fixtures.
  - Plumbing fixtures were saved during the remediation phase of the project.
- Fixtures to be installed include:
  - 3 – urinals
  - 3 – toilets
  - 7 – sinks with faucets
- Contractor will need to provide water lines, p-traps, valves, trim rings, and sloan valves.
- Work Hours:
  - Access to the building is only available between 8am and 5pm.
    - Contractor shall notify project manager of intended date and time for installation.
    - Failure to be onsite at designated time will result in a 1% of contract value to be deducted from final invoice unless other arrangements have been agreed to. Deduction is on a per occurrence basis.
    - Any request for change in work hours shall be emailed to SynergyNDS Project Manager on record.

### **Reminder Notes:**

1. Contractor is responsible to validate all quantities and units of measurements specific to the scope items above. Information above is intended as a general guidance purpose only.
2. Contractor has the sole responsibility to ensure that all services and materials for bid submittal meet all codes and standards. This include that all work must be completed in order to meet all codes and standards.
3. Contractor should also consider method to stock/store materials at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen materials, supplies, or equipment from the location.
4. Contractor is strongly encouraged to schedule a site visit of the property as necessary to support the IFB submittal.
5. Contractor can submit request for site visit, all questions &/or concerns to the specific IFB by emailing: [bids@synergynds.com](mailto:bids@synergynds.com)