

## GULF BEND CENTER

### INVITATION TO BID (ITB) – TEMPORARY BUILDING AND RELATED SERVICES – LEASE OR RENTAL, INSTALLMENT, MAINTENANCE, & PICKUP

September 27, 2021

Gulf Bend Center (GBC - the Center) is requesting bids to rent or lease a temporary building and the delivery/installment/uninstall/pickup/maintenance thereof, where the Center's Crisis Department will be located during the duration of the first-floor renovation – Phase I of the GBC Administration Building. The duration of the agreement would preferably be for seven (7) to ten (10) months depending on the term of Phase I of the first-floor renovation. **'Attachment D'** provides the details of the current space and other details that the Center's Executive Management Team (EMT) has recommended to be included in the bid proposal. If available, separate bids for proposed scenarios for rental and/or leasing may be provided from respective vendors that are able to provide complete services.

The temporary building will need to be delivered to *Gulf Bend Center's Administrative Office at 6502 Nursery Dr, Ste 100, Victoria Texas 77904 by December 1, 2021*. The location for delivery and setup will be the parking lot south of the admin building, across the street. **'Attachment E'** provides a diagram that indicates the location. The temporary building will need to be picked up based on the completion time of phase one of the first-floor renovation and an agreed date with the vendor and the Center's EMT.

Bids may be received by mail, hand delivered, or via email. Indicate 'Bid – Temporary Building – Crisis Department - Due October 15, 2021' on the envelope if mailed and/or delivered. If emailed, indicate the above within the 'Subject' header.

Return mailed or hand delivered to:

Gulf Bend Center  
Anna Arage CFO  
Office #237  
6502 Nursery Drive Ste 100  
Victoria Texas 77904

Emailed to:

[cfo@gulfbend.org](mailto:cfo@gulfbend.org)

The enclosed INVITATION TO BID (ITB) and accompanying attachments, are provided for your convenience in bidding the products and/or services for GBC.

**Bids will be received no later than Friday, October 15, 2021, EOB (5 pm).**

**BIDDER WILL SIGN AND DATE THE BID ON THE APPROPRIATE PAGE. BIDS WHICH ARE NOT SIGNED AND DATED IN THIS MANNER MAY BE REJECTED. ATTACHMENTS A & B MUST BE COMPLETED AND TURNED IN WITH THE BID.**

GBC appreciates your time and effort in preparing a bid. **Initial meetings, either by phone or virtual, may be scheduled with the EMT to go over questions and/or concerns.** The Committee will be available to meet with interested vendors as to clarification of needs during the **initial open ITB period through October 8, 2021.** To schedule meeting(s) during the initial open ITB period, please call Anna Arage at 361-572-2339 or Kasie Mundine at 361-572-5367 and/or email at [cfo@gulfbend.org](mailto:cfo@gulfbend.org).

Bids received after the deadline **[Friday, October 15, 2021, EOB 5pm], will not be considered** for the award of the contract and will be considered void and unacceptable.

**Accepted bids will be reviewed October 18, 2021. A decision will be determined, and notification of the awarded bid will be made on October 26, 2021, following GBC Board Approval.** We will contact all vendor(s) who turned in bids following the reviewing.

If you do not wish to bid for this ITB; however, wish to remain on the bid list for this product and service, please submit "No Bid" written across the vendor information requested below by the same time and at the same location as stated for bidding. If you wish to be removed from the bid list, please let us know.

GBC is aware of the time and effort you expend in preparing and submitting bids. Let us know of any bid requirements, which are causing you difficulty in responding to our ITB. We encourage you to meet with the EMT to address any questions and/or concerns. We want to make this process as smooth and easy as possible so that all vendors can compete for GBC's business.

*IT IS UNDERSTOOD* that GBC reserves the right to reject any or all bids for any or all products covered in this bid request and to waive informalities or defects in bids or to accept such bids as it will deem to be in the best interests of GBC.

*CONTACT INFORMATION:* To obtain results or if you have any questions at any time, please contact Anna Arage, Chief Financial Officer, at 361-572-2339 or email at [cfo@gulfbend.org](mailto:cfo@gulfbend.org).

*FUNDING:* Funds for payment have been provided through GBC budget approved by the Board of Trustees for this fiscal year only. State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or obligations that may arise past the end of the current GBC fiscal year will be subject to budget approval.

*LATE BIDS:* Bids received after submission deadline will be considered void and unacceptable. GBC is not responsible for lateness or non-delivery of carrier, email, etc., and the date stamp received in the Executive Office or email electronic time date stamp will be the official time of receipt.

*ALTERING BIDS:* Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity must initial any interlineation, alteration or erasure made before opening time.

*WITHDRAWAL OF BID:* A bid may not be withdrawn or canceled by the bidder without permission of GBC.

***SALES TAX:*** GBC is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Please do not include sales tax in the bid proposal. We will provide tax exemption status form to awarded vendor.

*BID AWARD:* GBC reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of GBC.

*CONTRACT:* This bid, when properly accepted by GBC, will constitute a contractual agreement equally binding between the successful bidder and GBC. No different or additional terms will become a part of the bid. However, at the discretion of GBC, a formal written contract may be initiated with the same terms as the ITB and signed by both the bidder and GBC Executive Director. If there are any changes needed to the agreement and/or addendums, it will be initiated by GBC.

*DELIVERY:* All delivery, freight charges (FOB GBC designated location), pickup, and maintenance, should be included in the bid price. **When delivered, the completion of the installation of the building, etc., must be completed by December 1, 2021.**

*EXCEPTIONS/SUBSTITUTIONS:* All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, will state these exceptions in the 'Exceptions/Comments' section provided below or by '**Attachment C**' as part of the bid. The absence of such a list will indicate that the bidder has not taken exceptions and that GBC will hold the bidder responsible to perform in strict accordance with the specifications of the invitation. See ATTACHMENTS A & B. GBC reserves the right to accept all or none of the exception(s)/substitutions(s) deemed to be in the best interest of GBC.

*DESCRIPTIONS:* Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

*BID MUST COMPLY* with all federal, state, county and local laws concerning these types of service.

*DESIGN, STRENGTH, QUALITY* of materials must conform to the highest standards of manufacturing practice.

*MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:* A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) have adequate financial resources, or the ability to obtain such resources as required.
- 2) can comply with the required or proposed delivery schedule.
- 3) have a satisfactory record of performance.
- 4) have a satisfactory record of integrity and ethics.
- 5) be otherwise qualified and eligible to receive an award.

GBC may request representation and other information sufficient to determine bidder's ability to meet the minimum standards listed above.

*REFERENCES:* GBC may request bidder to supply, with this ITB, a list of at least three (3) references where like products and/or services have been supplied by their organization. Include name of organization, address, telephone number and contact person.

***BIDDER WILL PROVIDE WITH THIS BID RESPONSE, ALL DOCUMENTATION REQUIRED BY THIS ITB.*** Failure to provide this information may result in rejection of bid.

*IF APPLICABLE, PACKING SLIPS* or other suitable shipping documents will accompany each special-order shipment and will show: (1) name and address of successful bidder, (2) name and address of receiving department and/or delivery location, (3) GBC Purchase Order number and (4) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

*INVOICES:* Should show all detail information as stated above, be issued for either the rental and/or lease agreement and will provide a monthly invoice. Invoices should be mailed directly to *Gulf Bend Center Accounts Payable Department, 6502 Nursery Dr., Ste 100, Victoria, Texas 77904*, or emailed to [payables@gulfbend.org](mailto:payables@gulfbend.org).

*IF LEASED, LEASE AGREEMENT* will be made upon receipt and acceptance by GBC of product and/or services, and receipt of a valid lease agreement in accordance with the State of Texas.

*MAINTENANCE AGREEMENT, if deemed necessary,* will be made upon receipt and acceptance by GBC of product and/or services, and receipt of a valid maintenance agreement in accordance with the State of Texas. Buildings and all related items will be maintained at the expense of the vendor.

*IF RENTED, RENTAL AGREEMENT* will be made upon receipt and acceptance by GBC of products and/or services, and receipt of a valid rental agreement in accordance with the State of Texas.

*OTHER RELATED ITEMS* under this contract will be subject to the Center's approval. Building, related materials and/or equipment, or other items found defective or not meeting specifications will be picked up and replaced by the successful bidder within reasonable time at no expense to GBC.

*WARRANTY:* Successful bidder will warrant that all building and related equipment will conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

*REMEDIES:* The successful bidder and GBC agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

*VENUE:* This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Victoria, Texas.

**ASSIGNMENT: The successful bidder will not sell, assign, transfer or convey this contract, in whole or part, without the prior written consent of GBC.**

*SILENCE OF SPECIFICATION:* The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications will be made based on this statement.

*ANY QUESTIONS* concerning the Invitation for Bid and Specifications should be directed to Anna Arage CFO, at 361-572-2339 or email [cfo@gulfbend.org](mailto:cfo@gulfbend.org).

**ATTACHMENT A**

**ATTENTION BIDDERS: Please use your Texas Identification Number (TIN) to Ensure GBC Competitive Pricing and a Valid Vendor of the State of Texas.**

Any entity or person that manufactures or distributes copiers/printers and respective services must hold current, valid licenses issued by respective agency, and must indicate below the appropriate license numbers applicable to the referenced bid invitation.

Texas Identification Number \_\_\_\_\_

Manufacturer's License Number \_\_\_\_\_

Authorized Distributor License Number \_\_\_\_\_

Franchise Dealer's License Number \_\_\_\_\_

BIDDER: \_\_\_\_\_

PHONE: \_\_\_\_\_

PERSON AUTHORIZED TO SIGN (TYPE OR PRINT)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B**

**TO BE COMPLETED BY THE BIDDER**

The undersigned agrees to fully comply in strict accordance with the bid, specifications and instructions attached thereto for the amounts shown on the bid.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**If Lease Bid: – (Attach Details for Specifications) (7 to 10 months)**

Total Lease: \$ \_\_\_\_\_

**If Rental Bid: - (Attach Details for Specifications) (7 to 10 months)**

\*Not to Exceed Total Rental Cost: \$ \_\_\_\_\_

\*Subject to Change in volume and usage during selected period.

**NOTE: Bid may be awarded based on what best meets the needs of GBC. GBC reserves the right to choose whether by lease or rental, which copiers/printers and/or services is deemed most appropriate.**

**ATTACHMENT C**

**EXCEPTIONS/COMMENTS:**

Bidder's exceptions and or comments provided: \_\_\_\_\_

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_
- g) \_\_\_\_\_
- h) \_\_\_\_\_
- i) \_\_\_\_\_

## **ATTACHMENT D**

### **Items Requested in the Bid to include:**

- Portable Building Size – Approximately a 24 by 60 foot (Doublewide Office)
- Steps
- Delivery
- Installation Setup - Labor & Material
- Include Self-contained:
  - Fresh Water
  - Wastewater
- Include Electrical Hookup.
- Include HVAC.
- Dismantle – Labor & Material
- Pickup and Return

### **Additional Items to consider:**

- Damage Waiver
- Floor Protectors – One per office

### **Sample Description; however, not limited to, for layout of building:**





**ATTACHMENT E**

**Preliminary Location of Temporary Building Highlighted in Gray:**



