

**REQUEST FOR COMPETITIVE SEALED BIDS
FOR THE REPAIRS OF TEATRO DE ARTES DE
JUAN SEGUIN CULTURAL ARTS CENTER
(BUILDING)**

The Board of Trustees of the Teatro De Artes De Juan Seguin (“TEATRO”) hereby serves notice that it will accept sealed bids for the below referenced repairs of Teatro’s Cultural Arts Center building.

INSTRUCTIONS TO BIDDERS

1. Read these instructions and the attached Sealed Bid Form(s) carefully. You must submit a complete bid for the all of the repairs OR you may submit a partial bid that clearly identifies the repairs that you are bidding on.
2. Complete the Sealed Bid Form for the repairs you are bidding on in its entirety.
3. Sign and date the Sealed Bid Form(s).
4. Complete, sign, and date the Felony Conviction Notification.
5. Place your completed and signed Sealed Bid Form(s) and Felony Conviction in a sealed envelope.
6. On the exterior of the sealed envelope, legibly write the following:

“TEATRO BUILDING REPAIRS”
“SEALED BID #: 19-01”
7. Submit the sealed envelope to:

Yvonne De La Rosa
Executive Director
921 W. New Braunfels St.
Seguin, Texas 78155
8. All Sealed Bids must be received on or before Fri, Aug 9, 2019 at 11:00 a.m. All Bids received by the Teatro are date stamped upon receipt. Bids received after the bid closing date and time will be returned unopened.
9. All Sealed Bids will be publically opened and read aloud promptly at 11 AM, Fri, Aug 9, 2019. The pubic opening will take place at 921 W. New Braunfels St., Seguin, TX 78155. You may, but are not required to be present at the bid opening for your bid to be considered.
10. In evaluating bids the following considerations will be taken into account for award recommendations: the dollar amount of the bid, the overall suitability and value to the

Teatro, and the Bidder's history, reputation and ability to make the repairs. Teatro will take affirmative steps to award bids to minority owned and women owned businesses. The Teatro will not be limited to the above considerations or to the bid documents in evaluating any criteria except the dollar amount of the bid.

11. The Teatro reserves the right to cancel this offer, and rebid, or not bid, to waive any technicalities or irregularities, or to take any other action deemed by the Teatro to be in its best interests, without penalty at any time before the Board of Directors formally accepts a bid.

12. If at any time after the Board of Directors formally accepts a bid, the Bidder fails, in the sole judgment of the Teatro, to fulfill or abide by the terms, conditions, or specifications of this Bid Document or any applicable contract or Teatro policy, the Teatro reserves the right to cancel the repairs upon ten (10) days written notice without penalty to the Teatro.

13. In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is the Bidders responsibility to request and obtain any addenda that may pertain to this Bid Document.

14. Teatro repairs are conditioned on the approval of the Teatro Board of Directors. The Board of Directors reserves the right to accept or reject any and/or all proposals, bids and offers, and to waive any and all irregularities and formalities, and to award this bid or take any other action it determines to be in the best interest of the Teatro.

GENERAL BID CONDITIONS

1. Bidders may obtain complete sets of the Bid Documents by any of the following means:
 - Teatro's website www.teatrodeartes.org (front page)
 - Teatro Program Coordinator
 - Mail: 921 W. New Braunfels St, Seguin, Texas 78155
 - Email: teatrodeartes@yahoo.com
2. Bidders shall use complete sets of Bid Documents in preparing Bids; the Teatro assumes no responsibility for any errors or misinterpretations which result from the use of incomplete sets of Bid Documents.
3. Bidders shall promptly notify the Teatro in writing via email of any omission, ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents.
4. Bidders requiring a clarification or interpretation of the Bid Documents shall make a written request stating the precise question to be answered. Any such question must be received by the Teatro at the address stated above at least five (5) calendar days prior to the deadline for the submission of Bids. Email questions to: teatrodeartes@yahoo.com
5. Any interpretation, correction, or change of the Bid Documents will be made by written Addenda which will be available on the Teatro website, as well as, the Teatro Cultural Arts Center Office from which Bid Packages are obtained. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding upon the Teatro, and Bidders shall not rely upon such interpretations, corrections or changes.
6. Prior to submitting a Bid, each Bidder shall ascertain that all issued Addenda have been obtained, and their receipt shall be acknowledged in the Bid. Each Bidder is also responsible for checking to determine whether any Addenda have been issued prior to the deadline for Bid submission.
7. No officer or employee of the Teatro shall have a financial interest, direct or indirect, in any contract with the Teatro, or shall be financially interested, directly or indirectly, in any proposed transaction, except on behalf of the Teatro as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, express or implied, of the person, corporation or other legal entity bidding or contracting with the Teatro shall render any subsequent Bid accepted on the basis of any such Bid voidable by the Teatro.
8. The period between the deadline for submitting Bids through and including the Bid opening, evaluation, posting and consideration by the Teatro's Board of Directors

shall be the period during which a Bid shall be an irrevocable firm offer by Bidder to repairs of Teatro's Cultural Arts Center on the terms specified in the Bid Documents. This period shall, in no event, exceed 60 days from the date of bid opening.

9. Bidder agrees, if the bid is accepted by the Teatro, to enter the Teatro's Cultural Arts Center Building Repairs Agreement/Contract within five (5) calendar days of written notice of acceptance of the bid by the Teatro. Bidder's failure to execute the Teatro's Cultural Arts Center Building Repairs Agreement within such five (5) day period is deemed a default by Bidder and the Teatro will have no obligation to such bidder.

TOUR OF TEATRO'S CULTURAL ARTS CENTER AND PRE-BID CONFERENCE

1. The Teatro will conduct a walk-through/tour of the building repairs for all interested bidders, who may be accompanied by engineers, architects, or other professionals, at Teatro De Artes De Juan Seguin Cultural Arts Center, 921 W. New Braunfels St. Seguin, Tx on Wed, July 31, 2019 at 11 AM.
2. A pre-bid conference will be held by the Teatro on Wed, July 31, 2019 following the walk-through/tour at 921 W. New Braunfels St, Seguin, TX 78155, to allow interested bidders to ask questions about the Repairs. All interested Bidders are invited to attend.

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REPRESENTATIONS AND WARRANTIES BY BIDDER TO THE TEATRO

At the time of submission of its Bid, Bidder shall be deemed to have made the following representations and warranties to the TEATRO:

1. There are no impediments to Bidder's ability to perform the obligations required of Bidder by its Bid, including but not limited to legal constraints or obligations to third parties.
2. Persons signing the Bid on behalf of Bidder are authorized to act on behalf and in the name of Bidder, and that by affixing their signature thereto they will legally bind Bidder.
3. Gratuities, in the form of entertainment, gifts, personal or political favors, or otherwise have not been offered or given by Bidder, its employees, officers, representatives or agents, to representatives or employees of the Teatro, where such gratuity was offered or given with the intent to: secure any Bid award, or any other favorable treatment or consideration, or affect the public auction process which preceded said award; obtain any amendment thereto; or obtain or influence the making of any determination.
5. To the best of Bidder's knowledge and that of its employees, agents and representatives, no officer or employee of the Teatro has any financial interest, direct or indirect, in the sale and transfer of any of the Property by the Teatro to Bidder. The existence of such interest within the knowledge of Bidder or its officers, agents, representatives or employees, expressed or implied, shall be grounds for voiding of the acceptance of a Bid by its Board of Trustees at the Teatro's sole discretion.
6. Bidder is solvent and no claim of any character or nature exists or is anticipated which would change the solvent status of Bidder. Bidder has, or will have at the time of closing of the sale, the financial ability to perform its obligations under the Bid.

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SEALED BID FORM

Teatro Cultural Arts Center Scope of Work: Attached, you will find the list of repairs as approved by FEMA.

Full legal name of Person, Company, Partnership or Sole Proprietorship bidding:

State of Incorporation or Principal Place of Business:

Name, address, phone number, fax number and email address (if available) of the contact person for the Bidder, who is authorized to represent the Bidder in connection with the Bid Documents, and to whom notices shall be delivered:

Printed Name

Title (if any)

Address

Email Address

City, State Zip Code

Business Telephone

Fax Number

Cell Telephone

If Bidder is a corporation or other entity, Bidder has attached a corporate resolution, partnership agreement or other appropriate documents evidencing (1) the authority of the entity to make this Bid, and (2) the authority of the person(s) signing on behalf the entity, and the contact person, designated above, to act on behalf of the entity.

Bid Amount, for the complete “TEATRO BUILDING REPAIRS”:

\$ _____

_____ (Dollars)

Enter amount of bid numerically (in numbers) and alphabetically (fully written). In the event of ambiguity or illegibility, the Teatro reserves the right to reject the bid.

The Bidder hereby acknowledges receipt of all Addenda issued by the Teatro, if any, subsequent to the issuance of the Bid Package.

In submitting this Bid, Bidder certifies that:

- a. This Bid constitutes a firm offer for “TEATRO BUILDING REPAIRS” on the terms stated in the Bid Documents, and Bidder understands that said offer shall be irrevocable for the duration of the period specified in Article VI of the Bid Instructions following the deadline for the submission of Bids.
- b. The undersigned is authorized to bind the Bidder.
- c. The “TEATRO BUILDING REPAIRS” stated in this Bid has been arrived at independently by the Bidder. The Bidder has engaged in no consultation, communication or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
- d. The Bidder complies, or agrees to comply, with all requirements set forth in the Bid Documents.
- e. The Bidder understands that this Bid will entitle it to be considered as a potential Bidder of the “TEATRO BUILDING REPAIRS” from the Teatro subject to the terms and conditions of the Bid Documents and that the Teatro will determine, in its sole discretion, whether to accept all, part or none of Bidder's bid.

If this Bid is accepted, the Bidder agrees to fully comply with the Bid.

The Bid Documents are incorporated herein by reference and made a part hereof for all purposes.

Signature

Printed Name

Title (if any)

Address

Email Address

City, State Zip Code

Business Telephone

Fax Number

Cell Telephone

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school Teatro must give advance notice to the Teatro if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school Teatro may terminate a contract with a person or business entity if the Teatro determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The Teatro must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

BIDDER’S NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____