

REQUEST FOR BIDS

City of Combes, Texas with sealed bids on:

013-2022 "City of Combes FM 508 (Templeton Dr.) Widening Project"

A BIDDERS BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the City of Combes, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Combes. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the City of Combes in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the City of Combes in lieu of a Payment and Performance Bond.

Bid Pockets may be obtained from the City of Combes, 21626 Hand Rd., Combes, Texas 78535, Phone No. (956) 425-7131 for the amount of \$100.00. General and/or Prime Contractors submitting bids and/or proposals to the City of Combes will be non-refundable. Checks shall be made payable to City of Combes.

There will not be a pre-bid meeting for this project.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or packet and Bid No.: 013-2022 "City of Combes FM 508 (Templeton Dr.) Widening Project" on the lower left hand corner of the corresponding sealed envelope and/or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Aida Gutierrez
City Administrator
US Postal Mail/Carrier Address/Physical Address
City of Combes Town Hall
21626 Hand Rd.
Combes, Texas 78535

Sealed bids will be accepted until 10.00 a.m. on January 27th 2023 at Physical Location: 21626 Hand Rd., Combes, Texas, 78535. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Act) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the City of Combes for a period not to exceed ninety (90) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE CITY OF COMBES reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the City.

LEGAL NOTICE

BID NO-013-2022

1. Sealed bids will be received for "CITY OF COMBES - FM 508 WIDENING PROJECT" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of City of Combes ("City"). Strong rationale must be presented for any deviation from the specifications. City of Combes reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typewritten on upper left hand corner and the proper notation clearly typewritten on the lower left hand corner of the envelope and/or package "REQUEST FOR BIDS CITY OF COMBES - FM 508 WIDENING PROJECT" and in City Hall, 21626 Hand Rd., Combes, Texas, on or before 10 a.m., FRIDAY, JANUARY 27, 2023. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - CITY OF COMBES FM 508 WIDENING PROJECT." City of Combes reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to City of Combes. City of Combes reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to City of Combes.

3. City of Combes reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any/all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the City determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of City of Combes. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release City of Combes from all obligations to the contracting party with regard to the item(s) in question. In such event, City may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a City owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by City of Combes. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Project Engineer. Addenda will be emailed to all who are known to have received a copy of the plans and specifications. Bidders shall acknowledge receipt of all addenda as a part of their bid and all requests are due by Friday, January 20, 2023 at 5pm.

10. City reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net FOB.

13. City is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietors are required to submit a copy of their social security cards to the City of Combes Auditor's Office in order to establish an account with the City. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

No deliveries accepted after 3:00 PM, Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Aida Gutierrez, City Administrator, before delivery will be accepted.

If you need additional information call the office listed below:

Aida Gutierrez, City Administrator
(956) 425-7131

17. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- Name and address of successful bidder
 - Name and address of receiving department or official
 - Purchase Order Number (if any)
 - Notation - "CITY OF COMBES - FM 508 WIDENING PROJECT"
- Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Aida Gutierrez, City Administrator
City of Combes
21626 Hand Rd.
Combes, Texas 78535
(956) 425-7131

18. Schedule of Events

Bid Opening, AM
Award of Contract
Commence Work or Deliver Products
January 27, 2023

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

If the contract proposed is for the construction of public works or for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total

amount of the contract. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification of acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 48CFR Part 76.

Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the City for the full amount of the contract, if that contract exceeds \$50,000.

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligations of the City; and, if applicable, the receipt by City of satisfactory evidence that all subcontractors and material men have been paid.

If a contract for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or any elected official, department head or employee, of the City, or for any elected official, department head or employee of former elected official, department head or employee of the City, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement statement, rendering of advice, investigation, soliciting or any other arbitrary capacity in any proceeding application, request for rating, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof pending before any department or agency of the City.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or highest tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for an award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with City of Combes ("the City") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the City. By law, the CIQ must be filed with the City of Combes Clerks Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with City of Combes for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with City of Combes are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the City of Combes Administration Office located at 21626 Hand Rd., Combes, Texas 78535
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SINE QUAE NON OF THE PROSPECTIVE BIDDER.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to City that it meets the following requirements:

- Be able to obtain adequate financial resources as required to perform under the bid.
- Be able to comply with the required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to be awarded an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to City, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of City, including, but not limited to, benefits associated with City's civil service system.

26. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by City with thirty days written notice prior to cancellation.

27. City reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or contract to the best interest of the City, all in the event of breach or default by successful bidder; City reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- Meet schedule;
- Pay any required fees or taxes; or
- Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless City and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought on or account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bids awarded or which arises from any event or casualty happening on or within City premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such City facilities. Successful bidder shall pay any judgment with costs which may be obtained against City growing out of such injury or damages, and shall upon request, provide a defense to City by or on behalf of City's director and without waiver of any other rights of City as to the items nonconforming to claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to City's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to City. Items not picked up within one (1) week after notification shall be deemed a donation to City and may be used or disposed of at City's discretion and without waiver of any other rights of City as to the items nonconforming to specifications and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performed exclusively in City of Combes, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of City.

31. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. The statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business headquartered in either Hidalgo, Cameron, or Starr City or a local office must be located in either of the counties with at least thirty percent (30%) of the total company workforce employed at the local office. City reserves the right to request payroll and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from, plans, specifications or other documents, or should he/she be in doubt as to the meaning, he/she should at once notify the Engineer and obtain clarification by acknowledgment prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for City of Combes. Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to City of Combes during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

City of Combes encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.