

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: June 02, 2010

Description of Bid: Two (2) units in the county wide area, along with one (1) unit in the city of Elsa, one (1) unit in the city of Mercedes, one (1) unit in the city of San Juan and one (1) unit in the city of La villa

Bid Opening Time: 9:30 am

GRANT#: M-09-UC-48-0501

DE LEON CONSTRUCTION			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	C. LEAL	NO BID	N/A
2	A. FALCON	NO BID	N/A
3	E. GONZALEZ	\$ 47,000.00	BB INCLUDED
4	F. PEREZ	NO BID	N/A
5	C. GUZMAN	\$ 61,000.00	BB INCLUDED
6	G. GOMEZ	NO BID	N/A

G & G CONTRACTORS			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	C. LEAL	NO BID	N/A
2	A. FALCON	NO BID	N/A
3	E. GONZALEZ	NO BID	N/A
4	F. PEREZ	NO BID	N/A
5	C. GUZMAN	NO BID	N/A
6	G. GOMEZ	\$ 43,880.00	CC INCLUDED

GMH CONSTRUCTION			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	C. LEAL	\$ 46,500.00	CC INCLUDED
2	A. FALCON	NO BID	N/A
3	E. GONZALEZ	NO BID	N/A
4	F. PEREZ	NO BID	N/A
5	C. GUZMAN	NO BID	N/A
6	G. GOMEZ	NO BID	N/A

JD VILLARREAL CONSTRUCTION			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	C. LEAL	\$ 50,500.00	BB INCLUDED
2	A. FALCON	\$ 59,880.00	BB INCLUDED
3	E. GONZALEZ	\$ 50,500.00	BB INCLUDED
4	F. PEREZ	\$ 59,980.00	BB INCLUDED
5	C. GUZMAN	\$ 59,980.00	BB INCLUDED
6	G. GOMEZ	\$ 50,500.00	BB INCLUDED

ROLANDO'S GENERAL CONSTRUCTION			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	C. LEAL	NO BID	N/A
2	A. FALCON	\$ 59,800.00	CC INCLUDED
3	E. GONZALEZ	\$ 50,000.00	CC INCLUDED
4	F. PEREZ	NO BID	N/A
5	C. GUZMAN	\$ 59,800.00	CC INCLUDED
6	G. GOMEZ	NO BID	N/A

TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: June 02, 2010

Bid Opening Time: 9:30 am

Description of Bid: Demolition & Reconstruction of One (1) unit in the city of Edcouch, along with One (1) unit in the city of Pharr funded by Disaster Recovery

G & G Contractors			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	M. MELGOZA	\$ 58,880.00	BB INCLUDED
2	M. J. ESCALANTE	\$ 58,880.00	BB INCLUDED

QUALITY INVESTMENTS			
	UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED
1	M. MELGOZA	NO BID	N/A
2	M. J. ESCALANTE	\$ 43,999.99	CC INCLUDED

*typographical errors corrected 07-14-10

TYPED AS READ AT BID OPENING, NOT VERIFIED/CALCULATED

24 CFR PART 85

ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

Subpart A—General

- § 85.1 Purpose and scope of this part.
- § 85.2 Scope of subpart.
- § 85.3 Definitions.
- § 85.4 Applicability.
- § 85.5 Effect on other issuances.
- § 85.6 Additions and exceptions.

Subpart B—Pre-Award Requirements

- § 85.10 Forms for applying for grants.
- § 85.11 State plans.
- § 85.12 Special grant or subgrant conditions for “high-risk” grantees.

Subpart C—Post-Award Requirements

Financial Administration

- § 85.20 Standards for financial management systems.
- § 85.21 Payment.
- § 85.22 Allowable costs.
- § 85.23 Period of availability of funds.
- § 85.24 Matching or cost sharing.
- § 85.25 Program income.
- § 85.26 Non-Federal audit.

Changes, Property, and Subawards

- § 85.30 Changes.
- § 85.31 Real property.
- § 85.32 Equipment.
- § 85.33 Supplies.
- § 85.34 Copyrights.
- § 85.35 Subawards to debarred and suspended parties.
- § 85.36 Procurement.
- § 85.37 Subgrants.

Reports, Records, Retention, and Enforcement

- § 85.40 Monitoring and reporting program performance.
- § 85.41 Financial reporting.
- § 85.42 Retention and access requirements for records.
- § 85.43 Enforcement.
- § 85.44 Termination for convenience.

Subpart D—After-the-Grant Requirements

- § 85.50 Closeout.
- § 85.51 Later disallowances and adjustments.
- § 85.52 Collection of amounts due.

Subpart E—Entitlement [Reserved]

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disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) **Cash depositories.**

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State agreement.

(i) **Interest earned on advances.** Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 *et seq.*) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

§ 85.22 Allowable costs.

(a) **Limitation on use of funds.** Grant funds may be used only for:

(1) The allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and

(2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or subgrantee.

(b) **Applicable cost principles.** For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

§ 85.23 Period of availability of funds.

(a) **General.** Where a funding period is specified, a grantee may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

(b) **Liquidation of obligations.** A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the annual Financial Status Report (SF-269). The Federal agency may extend this deadline at the request of the grantee.

§ 85.24 Matching or cost sharing.

(a) **Basic rule: Costs and contributions acceptable.** With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

(1) Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.

(2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

(b) **Qualifications and exceptions—**

(1) **Costs borne by other Federal grant agreements.** Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

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Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) **Competition.**

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a **brand name** product instead of allowing **an equal** product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

24 CFR PART 85

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a **brand name or equal** description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by **small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by **sealed bids** (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If **sealed bids** are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A **firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder**. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Division Directors
All CDBG Entitlement Grantees
All HOME Coordinators
All HOME Participating Jurisdictions

Notice: CPD 96-05

Issued: October 11, 1996
Expires: October 11, 1997

Cross References: 24 CFR Parts 570 & 92

Subject: Procurement of consulting services by Community Development Block Grant (CDBG) recipients, HOME participating jurisdictions, and subrecipients

PURPOSE

The purpose of this Notice is to provide information and guidance to Community Development Block Grant (CDBG) program recipients, HOME participating jurisdictions, and subrecipients (and for States that have adopted the Federal regulations on procurement referred to herein) on the procedures that should be followed to ensure proper procurement of goods and services. The Notice places particular emphasis on the procedures to be followed to ensure that professional service providers or consulting services are properly procured.

BACKGROUND

An audit report issued by the Office of Inspector General (OIG) in March 1994, found a variety of deficiencies in the procurement of consulting services by CDBG recipients. Among the problems identified in the procurement of such services were that (1) cost analyses were not being performed, (2) competition was often not free and open, (3) contract services were being paid for before the contract was signed or after the contract had expired, (4) work required under contracts often was not properly performed or delivered, and (5) maintenance of a contract administration system was often lacking.

As a result of this audit, the OIG recommended that the Office of Community Planning and Development issue a Notice to CDBG recipients and subrecipients on the need for compliance with the applicable CDBG procurement regulations with respect to the procurement of consulting services.¹

DGBE: Distribution: W-3-1, Special (All CDBG Entitlement Grantees; all HOME Participating Jurisdictions)

¹ For existing guidance on distinguishing between the use of procurement contracts and subrecipient agreements as a means of carrying out eligible CDBG activities, recipients and subrecipients should refer to HUD's Guidebook for Grantees on Subrecipient Oversight - Managing CDBG, which is part of HUD's Subrecipient Management Training materials issued August 1993. For guidance in carrying out eligible HOME activities, HOME participating jurisdictions should refer to 24 CFR 92.504 and 92.505.

B. Section 3 Requirement of the Housing and Urban Development Act of 1968, as amended

In accordance with the requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended, recipients shall ensure that employment and other economic opportunities generated by the use of CDBG/HOME funds shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income persons. Section 3 covered assistance includes the expenditure of CDBG/HOME funds for work arising in connection with housing rehabilitation, housing construction, or other public construction projects.

Section 3 requirements are applicable to all procurement actions in excess of the small purchase threshold established at 24 CFR 85.36(d)(1), regardless of whether the procurement is governed by 24 CFR 85.36. All Section 3 covered contracts and subcontracts (contracts and subcontracts awarded for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project) in which the amount of assistance to the recipient exceeds \$200,000 and the contract or subcontract exceeds \$100,000 shall include the Section 3 clause.

SECTION V. CONTRACT COST AND PRICE

In addition to the requirements for competitive procurement and maintenance of a written code of standards of conduct, those who procure consultant services must be prepared (1) to conduct a cost or price analysis and (2) to ensure that the contract price and profit are reasonable.

A. Contract cost and price

1. Cost and price analysis

24 CFR 85.36(f)(1) provides that "grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price."

24 CFR 84.45 states that "some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

Guidance for implementation:

As provided in the regulations identified above, recipients and subrecipients must perform their own cost or price analysis for every procurement action for consulting services, including contract modifications or change orders. The method and degree of analysis depends on the facts related to each procurement, but as a starting point, the recipient/subrecipient must make independent estimates before receiving bids or proposals.

- a. Price analysis is the process of examining and evaluating a proposed price without examining its separate cost elements and proposed profit. As price analysis is associated with the sealed bid method of procurement, which is not the preferred approach to procuring professional services, the need to conduct a price analysis for such services will be limited. However, where the need arises to conduct a price analysis for consulting services, approaches that can be used to determine if a proposed price is fair and reasonable include:
 - I. A comparison of the proposed prices received in response to the solicitation;
 - ii. A review of historical/previous prices proposed against current prices proposed for the same or similar items;
 - iii. A comparison with published prices or market prices;
 - iv. A comparison with internal, independent estimates;
 - v. A comparison of detailed price information to assess the overall price (which may involve use of cost principles as general guidance in determining price reasonableness).
- b. Cost analysis differs from price analysis in that it is the review and evaluation of the separate elements of cost and proposed profit, and the reasonableness of those estimated costs of performance. Cost analysis is necessary when cost or pricing data are required, as well as when adequate price competition is lacking (e.g., use of non-competitive procedures), for sole source procurements, or when price analysis alone is insufficient to ensure the proposed price is reasonable. Cost analysis is also required for contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. Approaches to cost analysis and ensuring that proposed costs represent accurate projections include:

- I. Verification that costs submitted by the offeror comply with applicable cost principles, including that direct and indirect costs are allowable and allocable, as well as reasonable;
- ii. A comparison of the offeror's proposed costs with internal, independent estimates;
- iii. A comparison of historical/previous actual costs from the offeror, or previous cost estimates from the offeror or from other offerors, with the current/proposed costs for the same or similar items;
- iv. A comparison of proposed cost items with published catalogue prices, market costs, etc.

In addition to evaluating such factual data on costs, cost analysis should also consider the judgmental factors used by the offeror to arrive at the estimated costs that were submitted, i.e., what judgmental factors and methods (mathematical or other) were used in projecting the data submitted in the proposal. This part of the cost analysis should ensure that the factual data presented reasonably reflects the need(s) identified in the solicitation.

In carrying out their responsibilities in the performance of price and cost analysis, recipients and subrecipients are to follow the provisions of OMB Circulars A-87 and A-122, as applicable.

2. Contract price and profit

In accordance with 24 CFR Section 85.36(f)(2), recipients and subrecipients will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see 24 CFR 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

24 CFR 84.44 states that the type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. Similar to Part 85, Part 84 provides, the "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of

INVITATION FOR BIDS DISASTER RECOVERY PROGRAM

The COUNTY OF HIDALGO URBAN COUNTY PROGRAM is accepting bids on behalf of qualified homeowners for the Disaster Recovery Program until **9:30 A.M. Wednesday, June 02, 2010** at the Hidalgo County Purchasing Department, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, at which time and place all bids will be publicly opened and read aloud. Sealed bids should have a notation on the lower left hand corner of the envelope, "**Bids for Disaster Recovery Program**".

Bids are being requested for the demolition and reconstruction of one (1) unit in the county wide area, along with one (1) unit in the City of Edcouch. Construction shall comply with the 2000 International Building Code. The information for certified bidders may be obtained and examined at:

Urban County Program Office
Contact: Steve De La Garza
(956) 787-8127
1916 Tesoro Blvd.
Pharr, Texas 78577

All contractors are required to have Workman's Compensation Insurance and General Liability Insurance. 100% of the project will be undertaken using federal funds through a grant from the Department of Housing and Urban Development. A certified check or bank draft payable to the County of Hidalgo, negotiable U.S. Government bonds (at par value) or a satisfactory bid bond executed by the bidder and as acceptable surety in the amount equal to five percent (5%) of the total bid shall be submitted with each bid. Please note that a single submitted certified check or bank draft payable for a lump sum of multiple units, will no longer be accepted. Performance bonds are required.

A pre-bid conference is scheduled on **Tuesday at 9:30 A.M. on Tuesday, May 25, 2010**, at the Hidalgo County Purchasing Department, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, where contractors can address or discuss bid specifications, floor plans, site locations or any other relevant information.

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, handicap, national origin, and family status.

The Hidalgo Urban County Program will provide all necessary orientation to new contractors interested in becoming certified for this program. **The County of Hidalgo** on behalf of the owners specifically **reserves the right to reject any or all bids or** waive any informalities in the bidder. All bids become the property of the homeowners and the County of Hidalgo, Urban County Program.

The Hidalgo Urban County Program reserves the right to award each unit individually or in the aggregate, which ever is more cost effective in the interest of the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS on this **16th** day of **March, 2010**.

MARTHA SALAZAR, HIDALGO COUNTY PURCHASING

INVITATION FOR BIDS HOUSING REHABILITATION

The **COUNTY OF HIDALGO URBAN COUNTY PROGRAM** is accepting bids on behalf of qualified homeowners for Housing Rehabilitation Grant # M-09-UC-48-0501 until 9:30 A.M. Wednesday, June 02, 2010 at the Hidalgo County Purchasing Department, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, at which time and place all bids will be publicly opened and read aloud. Sealed bids should have a notation on the lower left hand corner of the envelope, "Bids on Housing Rehabilitation Grant # M-09-UC-48-0501".

Bids are being requested for the demolition and reconstruction of two (2) units in the County wide area, along with one (1) unit in the City of Elsa, one (1) unit in the City of Mercedes, one (1) unit in the City of San Juan and one (1) unit in the City of La Villa. Construction shall comply with the 2000 International Building Code. The information for certified bidders may be obtained and examined at:

Urban County Program Office
Contact: Steve De La Garza
(956) 787-8127
1916 Tesoro Blvd.
Pharr, Texas 78577

All contractors are required to have Workman's Compensation Insurance and general liability insurance. 100% of the project will be undertaken using federal funds through a grant from the Department of Housing and Urban Development. A certified check or bank draft payable to the County of Hidalgo, negotiable U.S. Government bonds (at par value) or a satisfactory bid bond executed by the bidder and as acceptable surety in the amount equal to five percent (5%) of the total bid shall be submitted with each bid. Please note that a single submitted certified check or bank draft payable for a lump sum of multiple units, will no longer be accepted.

Performance or payment bonds are not required. However, if contractor does not provide a performance bond, contractor may submit a request for 90% payment of the amount available when the improvements have been completed and the 10% retainage upon inspection approval thirty days after completion. If contractor provides performance bond, three payments will be made at 50% (40% payment) & 100% (90% payment) completion, and 10% retainage upon inspection approval thirty days after completion.

A pre-bid conference is scheduled on **Tuesday at 9:30 A.M. on Tuesday, May 25, 2010**, at the Hidalgo County Purchasing Department, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, where contractors can address or discuss bid specifications, floor plans, site locations or any other relevant information.

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, handicap, national origin, and family status.

The Hidalgo Urban County Program will provide all necessary orientation to new contractors interested in becoming certified for this program. **The County of Hidalgo** on behalf of the owners specifically reserves the right to reject any or all bids or waive any informalities in the bidder. All bids become the property of the homeowners and the County of Hidalgo, Urban County Program.

The HIDALGO URBAN COUNTY PROGRAM reserves the right to award each unit individually or in the aggregate, which ever is more cost effective in the interest of the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS on this 4th day of May 2010.

MARTHA SALAZAR, HIDALGO COUNTY COMMISSIONER

Contractor
IFB

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, 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 County.

BID FOR
HIDALGO COUNTY- "THE DEMOLITION AND RECONSTRUCTION OF FOUR (4) UNITS IN THE COUNTY WIDE AREA, ALONG WITH ONE (1) UNIT IN THE CITY OF MERCEDES AND ONE (1) UNIT IN THE CITY OF DONNA."

Deliver To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281 – Hidalgo County Administration Building
Postal Mailing Address: 2812 So. Bus. Hwy 281 (corner of Bus. 281 & Canton Rd.)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that **Hidalgo County reserves the right to reject any or all bids** and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.