

EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET

DRAFT

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following:

Bid #	Bid Description	Opening Date:
5010-05-0311-5000-0500-UCP-GVG	"ALAMO-2010 STREET IMPROVEMENTS"	JULY 27, 2011 @ 9:30 a.m. (Wed.)

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at QUINTANILLA, HEADLEY & ASSOCIATES, INC. at 124 E. STUBBS, EDINBURG, TEXAS 78539 Phone: (956-381-6480), for a non-refundable fee of \$25.00.

Pre-Bid Conference will be held on Monday, July 25, 2011 at 10:30 A.M. at the Urban County Program conference room at 1916 Tesoro Blvd. Pharr, Texas 78577

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 package and Bid #5010-05-0311-5000-0500-UCP-GVG "ALAMO- 2010 STREET IMPROVEMENTS" on the lower left hand corner of 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:

**Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department**

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. on WEDNESDAY, JULY 27, 2011 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY 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 the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 11th day of August, 2009.

**MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT**

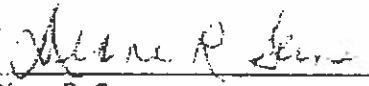
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY URBAN COUNTY PROGRAM
"ALAMO- 2010 STREET IMPROVEMENTS"
Bid No: 5010-05-0311-5000-0500-UCP-GVG

- Request For Bid Letter.
(Vendor information only, do not include with sealed bid)
- Request for Bid, Legal Notice, consisting of 6 pages.
(Vendor information only, do not include with sealed bid)
- Exhibit "A" Specifications consisting of 7 page.
(Must be submitted as part of sealed bid)
- Exhibit "B" Bid Page consisting of 4 page.
(Must be submitted as part of sealed bid)
- Exhibit "C" Insurance Requirements consisting of 2 pages.
(May be enclosed in sealed bid, see additional information of Exhibit "C")
- Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Do Not resubmit, if previously completed & submitted to the County Clerk's Office, except on an annual basis from original filing date)
- Vendor/Bidder Application and W-9 form consisting of 6 page.
(Complete and include with sealed bid packet, if not previously submitted to the Urban County Program, except for changes to the current application)
- Draft Construction Contract consisting of 2 pages.
(Vendor information only, do not include with sealed bid)
- Certification Regarding Debarment 1 page.
(Complete and include with sealed bid packet)

The above-mentioned items are found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact the Urban County Program Coordinator at (956) 787-8127, for missing documentation. The Urban County Program CD Coordinator will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



Diana R. Serna,
Urban County Program

7.5.11

Date



URBAN COUNTY PROGRAM

1916 TESORO BLVD., • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail: ucp@ucp.co.hidalgo.tx.us

July 6, 2011

To Whom It May Concern:

Re: **HIDALGO COUNTY- URBAN COUNTY PROGRAM**
Request for Bids : "ALAMO- 2010 STREET IMPROVEMENTS"

Bid No: 5010-05-0311-5000-0500-UCP-GVG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Urban County Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Lupita V. Garcia, UCP Coordinator at (956)787-8127.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diana R. Serna".

Diana R. Serna, Director
Urban County Program

Enclosures

RFB No: 5010-05-0311-5000-0500-UCP-GVG

Urban County
CD Coordinator:
Guadalupe V. Garcia

Tel. No: (956) 787-8127

REQUEST FOR BIDS

HIDALGO COUNTY-URBAN COUNTY PROGRAM

"ALAMO - 2010 STREET IMPROVEMENTS"

BID OPENING DATE:
July 27, 2011 at 9:30 a.m. (Wed.)

Contact Person:

QUINTANILLA, HEADLEY & ASSOCIATES, INC.
PROJECT MANAGER
124 E. STUBBS ST.
EDINBURG, TEXAS 78539

APPROVED AS TO FORM:
BY: ATLAS & HALL
ON: MARCH 28, 2008

LEGAL NOTICE

RFB No: 5010-05-0311-5000-0500-UCP-GVG

1. Sealed bids will be received for "HIDALGO COUNTY-URBAN COUNTY PROGRAM-ALAMO – 2010 STREET IMPROVEMENTS" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:
" RFB No: 5010-05-0311-5000-0500-UCP-GVG "HIDALGO COUNTY – URBAN COUNTY PROGRAM ALAMO – 2010 STREET IMPROVEMENTS" and in County's Purchasing Department, 2802 So. Bus. Hwy 281, Administration Building, Postal: 2812 So. Bus. Hwy 281, Edinburg, Texas 78539, on or before 9:30 a.m., WEDNESDAY, JULY 27, 2011 . 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: " RFB No: HIDALGO COUNTY –URBAN COUNTY PROGRAM "ALAMO – 2010 STREET IMPROVEMENTS "Hidalgo County 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 Hidalgo County.
3. Hidalgo County 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 or 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.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question
5. For work to be performed at a County 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. No bid may be withdrawn within thirty (90) days from the scheduled time to open bids.
7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

- 8. County reserves the right to accept or reject any or all bids.
- 9. County 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.
- 10. Funds for this procurement will be provided through Hidalgo County Urban County Program with U.S. Department of Housing and Urban Development funds.
- 11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. BILLING AND PAYMENT INSTRUCTIONS:

- MUST UTILIZE URBAN COUNTY PROGRAM REQUEST FOR PAYMENT FORM.
Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

Notation – “ALAMO – 2010 STREET IMPROVEMENT”

- Descriptive information as to the items or services delivered.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY-URBAN COUNTY PROGRAM
1916 TESORO BOULEVARD
PHARR, TEXAS 78577
ATTN.: DIANA R. SERNA, DIRECTOR
(956) 787-8127**

13. Schedule of Events

Bid Opening, 9:30 AM.....	<u>July 27, 2011</u>
Estimated Award of Contract	<u>.2011</u>
Estimated Commence Work or Deliver Products	<u>.2011</u>

14. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is 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 contract price. 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 or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. YES

. 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 County for the full amount of the contract, if that contract exceeds \$50,000. ND

. 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 obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid. ND

. If a contract is 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. ND

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

15. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, 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 standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. 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 higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the 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.

16. 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 Hidalgo County ("the County") 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 County. **By law, the CIQ must be filed** with the Hidalgo County Clerk's 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 Hidalgo County 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 Hidalgo County 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 Hidalgo County Clerk's Office located 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF CIQ FORM IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

17. 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 County.
18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
19. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is 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 receive an award.
20. Successful bidder will pay or cause to be paid, without cost or expenses to County, 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 County, including, but not limited to, benefits associated with County's civil service system.

21. Any contract award 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 County with thirty day's written notice prior to cancellation.
22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
23. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on 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 of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
24. 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 County'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 County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
25. 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.
26. 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.

Request for Bid Package

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EXHIBIT "A"

**SPECIFICATIONS
HIDALGO COUNTY-URBAN COUNTY PROGRAM**

"Alamo - 2010 Street Improvements"

BID NO.: 5010-05-0311-5000-0500-UCP-GVG

The following are the minimum specifications for:
"Hot Mix Asphaltic Concrete Pavement"

Please note exceptions or variations.

SPECIFICATIONS REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The County Of Hidalgo, Texas Requires The Purchase of Materials For
"Hot Mix Asphaltic Concrete Pavement Delivered"
to include but not limited to the following:

(SEE ATTACHED SPECIFICATIONS AS PREPARED BY ENGINEER:

QUINTANILLA, HEADLEY & ASSOCIATES, INC.
124 E. STUBBS ST
EDINBURG, TEXAS 78539

Hot Mix Asphaltic Concrete Pavement

1.1 Description:

This item shall consist of a base course, a leveling-up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. The mixture when designed and tested in accordance with these specifications and methods outlined in TxDOT Bulletin C-14, shall have the following:

DENSITY, PERCENT			STABILITY, PERCENT
Min.	Max.	Optimum	Not less than 35 nor more than 60 unless otherwise shown on the plans.
94.5	97.5	96	

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

2.1. Materials:

Materials used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995.

3.1. Construction methods:

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirement as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995, with the following addition:

Application of Hot Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least fifty (50) degrees Fahrenheit in the shade and rising.

4.1. Measurement:

Hot Mix Asphaltic Concrete Pavement shall be measured by the ton of two thousand (2000) pounds, or by the actual square yard applied as actually used in the completed and accepted work. Measurement by weight shall be on truck scales, approved by the Inspector. Records shall be kept on the tare load, total load and net load of mixture for each load of same.

5.1. Payment:

The work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid for at the contract unit price bid per ton or square yard for "Hot Mix Asphaltic Concrete Pavement", which price shall be full compensation for furnishing and placing all materials; and for labor, tools, equipment, and incidentals necessary to complete the work, except prime coat and tack coat, when required.

End of Section

TACK COAT

1.1. DESCRIPTION:

"Tack Coat" shall consist of an application of asphaltic material on the completed base course after the prime coat has sufficiently cured, existing pavement, bituminous surface, or in the case of a bridge, on the prepared floor slab in accordance with these specifications and as directed by the Inspector.

2.1. MATERIALS:

The asphalt material for Tack Coat shall meet the requirements for Cut-Back Asphalt, RC-250, Item 300, "Asphalts, Oil and Emulsions" of the Texas Highway Department Standard Specifications.

3.1. CONSTRUCTION METHODS:

Before the tack coat is applied, the surface shall be cleaned thoroughly to the satisfaction of the Inspector. The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor, so operated as to distribute the tack coat at a rate not to exceed 0.12 gallon per square yard of surface, evenly and smoothly under a pressure necessary for proper distribution. Where the pavement mixture will adhere to the surface on which it is to be placed without the use of a tack coat, the tack coat may be eliminated by the Inspector. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material used for tack coat. The tack coat shall be rolled with a pneumatic tire roller as directed by the Inspector. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.

4.1. MEASUREMENT:

The asphaltic material for tack coat will be measured at point of delivery on the project in gallons at the applied temperature. The quantity to be paid for shall be the number of gallons used, as directed, in the accepted tack coat.

5.1. PAYMENT:

Method A: The work performed and materials furnished as prescribed by this item shall be paid for at the unit price bid per gallon for "Tack Coat", which price shall be full compensation for cleaning the surface, for furnishing, heating, hauling and distributing the tack coat as specified; for all freight involved; and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

Method B: No direct payment will be made for this item. Payment for this item shall be made as part of the payment for "Hot Mix Asphalt Concrete Pavement" in square yards and shall be considered incidental to that work. Payment for "Hot Mix Asphalt Concrete" shall include all work specified herein including cleaning the area and/or base; for furnishing, heating, hauling and distributing the price coat as specified; and for all freight involved and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

END OF SECTION