



## INVITATION TO BID

ITB #2017-001

### "RIO BRAVO WATER TREATMENT PLANT - VALVE & ACTUATOR IMPROVEMENTS"

DUE AUGUST 09, 2017 AT 10 AM OR BEFORE

**NOTICE** is hereby given that the County of Webb intends to award a contract with a successful bidder for the Rio Bravo Water Treatment Plant Valve & Actuator Improvements in accordance with the Texas Government Code 2269.101; Sub-Chapter C. (Competitive Bids) to install replacement valves and actuators for the Rio Bravo Treatment Plant in order to stay compliant with the Texas Commission on Environmental Quality (TCEQ) requirements.

**Project Location:** The Rio Bravo Water Treatment Plant located at 513 Martha Drive, Rio Bravo, Texas 78046

The accompanying Invitation to Bid (ITB) with its terms, conditions, attachments and all other forms in this ITB package are due by or before 10 am (Central Time) on Wednesday, August 09, 2017. ITB packages received after the due date and time will not be accepted. All ITB meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

**Please Mail or Hand Deliver ITB Packages to:**

Webb County Clerk's Office  
1110 Victoria Street, 2<sup>nd</sup> Floor, Suite 201  
Laredo, Texas 78040

Copies of the ITB package are available on our website:

<http://www.webbcountytexas.gov/PurchasingAgent/PublicNoticeRFP/>

Please submit (1) original RFP package and five (5) copies in a sealed envelope clearly marked on the outer front lower left corner as follows:

***ITB 2017-001 "Rio Bravo Water Treatment Plant Valve & Actuator Improvements".***

Webb County reserves the right to reject any and all ITB proposals, to waive informalities in the ITB process, or to terminate the ITB process at any time, if deemed in the best interest for Webb County.

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

ITB 2017-001

*"Rio Bravo Water Treatment Plant Valve & Actuator Improvements".*

- Public Notice
- Bid Proposal Sheet
- Non Collusive Affidavit Form
- Statement of Materials & Other Charges
- Information from Bidders Form
- Bid Schedule
- Bid Bond form
- General Terms & Conditions
- Conflict of Interest form (Form CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Proposer Information
- Proof of No Delinquent Tax Owed to Webb County

 8/8/17

**BID PROPOSAL**

To: The County of Webb, Laredo, Texas  
**Honorable Judge Tano Tijerina**

From: JMJ Constructors  
Contractor

Address: 2005 N. Los Ebanos Blvd. Alton, TX 78573  
Phone: (956) 522-5904  
Fax: \_\_\_\_\_

**Project:**

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of Webb County, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: None  
Addendum No. 2: \_\_\_\_\_  
Addendum No. 3: \_\_\_\_\_  
Addendum No. 4: \_\_\_\_\_  
Addendum No. 5: \_\_\_\_\_

Acknowledgment of other documents: (Please initial and date):

Wage Determination: \_\_\_\_\_

Labor Provisions: \_\_\_\_\_

Affirmative Action Program: \_\_\_\_\_

**Project: Rio Bravo Water Treatment Plant Valve and Actuator Improvements**

**Form of Non-Collusive Affidavit**

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

JMS Constructors

being first duly sworn, deposes and says

That he is Jose L. Diaz  
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the County of Webb, Texas or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]  
Signature of

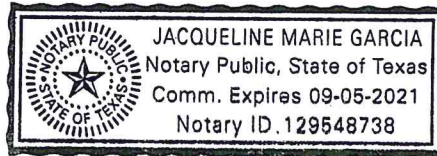
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 9 day of August, 2017

[Signature]  
Notary Public

My Commission expires

09-05-2021



**STATEMENT OF MATERIALS AND OTHER CHARGES**

**PROJECT: Rio Bravo Water Treatment Plant Valve and Actuator Improvements**

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>446,000.<sup>00</sup></u>
ALL OTHER CHARGES:	\$ <u>143,000.<sup>00</sup></u>
*TOTAL:	\$ <u>589,000.<sup>00</sup></u>

\*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**INFORMATION FROM BIDDERS  
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

**Project: Rio Bravo Water Treatment Plant Valve and Actuator Improvements**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Sharyland WSC WTP No. 2 Existing H.S. Building Improvements  
Value of Contract: \$ 724,752.37  
Date Completed: 8/2/17
  
2. Name of Project: North Alamo WSC Regional WWTP  
Value of Contract: \$473,367.73  
Date Completed: 4/17/17
  
3. Name of Project: San Juan WTP  
Value of Contract: \$ 816,007.92  
Date Completed: Still in progress

Experience Data: (Include name and experience record of the Superintendent)

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

**NOTE: TO BE SUBMITTED UPON REQUEST  
IS NOT AN ACCEPTABLE ANSWER.**

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JMJ Constructors  
2005 N . Los Ebanos Blvd  
Alton, Texas 78573  
jmjconstructors@gmail.com

Résumé

BACKGROUND

Over 17 years of experience in construction beginning as a laborer, working my way up to a mechanical foreman to currently being jobsite superintendent and president of MJM Constructors. Working with engineers, architects, and subcontractors coordinating each new phase of work required.

EXPERIENCE

January 2017 - Present - MJM Constructors - General Superintendent for \$457,841.36 City of Pharr Secondary Clarifier No. 2 Replacement

December 2016 - Present - MJM Constructors - General Superintendent for the \$805,950.42 San Juan WTP

March 2016 - Present - MJM Constructors - General Superintendent for the \$475,595.97 Alamo Regional WWTP Collection System

May 2016 - Present - MJM Constructors - General Superintendent for the \$716,219.00 Sharyland WSC WTP No. 2 Existing High Service Building Improvements

December 2015 - Present - MJM Constructors - General Superintendent for the \$1,335,500.00 East Lateral Phase II

September 2014 - June 2015 - R.P. Constructors, Inc. - Superintendent for the \$6,567,424 Brownsville PUB WTP # 1 and #2.

June 2013 - September 2014 - R.P. Constructors, Inc. - Superintendent for the \$880,014 Edinburg Downtown WTP Filters.

July 2012 - June 2013 - R.P. Constructors, Inc. - Superintendent for the \$7,790,381 NAWSC Delta Area WTP.

August 2011 - May 2012 - R.P. Constructors, Inc. - Assistant Superintendent for the \$931,495 Filter Rehab of the Mission Downtown WTP, Train #1 & #2.

March 2010 - September 2012 - R.P. Constructors, Inc. - Assistant Superintendent for the \$7,735,735 Mission WTP #2.

February 2010 - November 2011 - R.P. Constructors, Inc. - Assistant Superintendent for the \$2,155,701 Rio Grande City WWTP.

July 2009 - February 2010 - R.P. Constructors, Inc. - Pipelayer Foreman and Assistant Superintendent for the \$5,386,537.00 Edinburg WWTP Expansion

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May 2009-July 2009 - R.P. Constructors, Inc. -Mechanical Superintendent for the \$7,923,253.00 La Feria WWTP

July 2008 -May 2009 - R.P. Constructors, Inc. -Assistant Superintendent for the \$9,692,286.00 Agua SUD WTP

July 2007 - July 2008 -R.P. Constructors, Inc. -Assistant Superintendent for the \$10,985,824.00 Edinburg West WTP

Sept. 2006 -July 2007 - R.P. Constructors, Inc. -Superintendent for the \$2,261,000.00 Edinburg WWTP Expansion

April 2004 -Sept. 2006 - R.P. Constructors, Inc. -Assistant Superintendent and Field Engineer for the \$14,384,419.00 Mission WWTP

March 2003 - April 2004 - R.P. Constructors, Inc. - Assistant Superintendent and Field Engineer for the \$1,670,819.00 Roma WWTP Expansion

March 2002 - March 2003 - R.P. Constructors, Inc. -Pipelayer Foreman for the \$3,619,413.00 Hidalgo WWTP

Feb. 2001 -March 2002 - R.P. Constructors, Inc. - Pipelayer Helper for the \$6,789,412.00 San Juan WWTP

Feb. 2000-Feb. 2001 - R.P. Constructors, Inc. -Common Laborer for the \$3,394,079.00Roma WWTP

#### REFERENCES

Robert C. Pfeiffer- R. P. Constructors, Inc.

512-392-5111

Allan Booe, P.E. -Melden & Hunt, Inc.

956-381-0981

Scott Hawkins - Hawkins & Affiliates

281-343-1993

Randy Winston - SWG Engineering, LLC.

956-968-2194



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JMJ Constructors

2005 N Los Ebanos Blvd.

Alton, Texas 78573

[jmjconstructors@gmail.com](mailto:jmjconstructors@gmail.com)

Subcontractors

- Artisan Consulting, LLC.  
PO Box 6819  
McAllen, Texas 78502  
Electrical
- Square E Services, LLC  
32238 Whipple Rd.  
Los Fresnos, Texas 78566  
Electrical
- TraC-n-trol, Inc.  
PO Box 5056  
Georgetown, Texas 78627  
Integration of SCADA

**Project: Rio Bravo Water Treatment Plant Valve and Actuator Improvements**

Proposed Progress Schedules:

180 days

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

- Scaffolding and Hoist
- Hand tools
- Fork-Lift

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

Rotork Actuators

**NOTE: TO BE SUBMITTED UPON REQUEST  
IS NOT AN ACCEPTABLE ANSWER.**

**WEBB COUNTY  
RIO BRAVO WATER TREATMENT PLANT  
BID SCHEDULE**

**PROJECT: Rio Bravo Water Treatment Plant Valve and Actuator Improvements  
BASE BID**

Description of item with Unit Price Written in Words	Unit	Estimated Qty.	Unit Bid Price	Amount
Installation of new valves, actuators, and electrical materials as required, including mobilization of equipment and disposal of debris; all work complete, in place, ready to use for the lump sum of: <u>Five hundred Eighty Nine thousand</u> dollars and <u>.00</u> cents.	LS	1 ea	<u>589,000.00</u> \$	<u>589,000.00</u> \$

TOTAL BID AMOUNT \_\_\_\_\_

TOTAL BID WRITTEN IN WORDS:  
\_\_\_\_\_

Note 1: Any work required to complete the project per plans, specifications, and contract documents and not specifically shown in the "Bid Proposal" must be performed and costs shall be considered subsidiary to other items in the "Bid Proposal."

Note 2: For any conflict for measurement and payment items shown in the plans, standard or technical specifications, or drawings of this project the items shown in the "Bid Proposal" and "Bid Schedule" will prevail and be the only items to be used for project payment; complete, in place and ready to use.

JMS Constructors  
Contractor

[Signature] President  
Signature Title

2005 N. Los Ebanos Blvd. Alton, Texas 78573  
Address City/State Zip Code

Telephone Number: (956) 522-5904

Fax Number: ( ) \_\_\_\_\_

Date: 8/9/17

**NOTE: FINAL PAYMENT FOR BID ITEMS SHOWN IN BID PROPOSAL AND SCHEDULED WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

**BID BOND**



THE MAIN STREET AMERICA GROUP



**CONTRACTOR:** *(Name, legal status and address)*

JMJ Constructors  
5517 S. 29th  
McAllen, TX 78503

**SURETY:** *(Name, legal status and principal place of business)*

NGM Insurance Company  
55 West Street  
Keene, NH 03431

**OWNER:** *(Name, legal status and address)*

Webb County  
1110 Victoria St., 2nd Floor, Suite 201  
Laredo, TX 78040

**BOND AMOUNT:** 5% Greatest Amount Bid

**PROJECT:** *(Name, location or address, and Project number, if any)*

ITB 2017-001 "Rio Bravo Water Treatment Plant Valve & Actuator Improvements


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

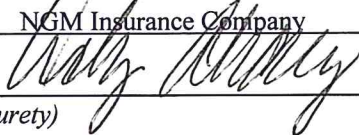
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

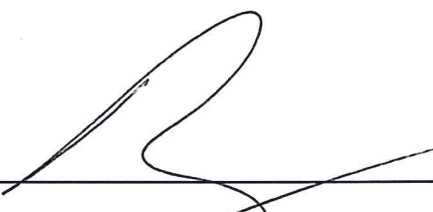
Signed and sealed this 9th day of August, 2017.

JMJ Constructors

  
\_\_\_\_\_  
*(Principal)* *(Seal)*  
Jose Diaz, President  
\_\_\_\_\_  
*(Title)*

  
\_\_\_\_\_  
*(Witness)*

NGM Insurance Company  
  
\_\_\_\_\_  
*(Surety)* *(Seal)*  
Andy Alvarez  
\_\_\_\_\_  
*(Title)* Attorney-in-Fact

  
\_\_\_\_\_  
*(Witness)*



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dewey Young** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Tasha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF915117  
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 9th day of August, 2017.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



## COUNTY OF WEBB

### General Terms and Conditions for Request for Proposals/bids

1. GENERAL CONDITIONS:

Proposers/Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Proposers/bidders shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers/bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers/bidders are advised that all County contracts are subject to all legal requirements provided by Local, State, and Federal statutes & regulations.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals/bids will be prepared in accordance with the following:

- (A) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern. If applicable.
- (B) Alternate bids/proposals will not be considered unless specifically requested within the proposal package.
- (C) Proposed Period of Performance (POP) must be shown and shall include Sundays and holidays or as specified in RFQ document.
- (D) Bidders/Proposers will not include Federal taxes or State of Texas limited sales excise and use taxes in bid/proposal prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS/PROPOSALS:

- (A) Bids/Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the Proposer/bidder, the date of the proposal opening and the material or service bid shall be placed on the outside of the sealed envelope.
- (B) Bids/Proposals must be submitted in the forms furnished. Electronic bids/proposals will not be considered. Bids/Proposals, however, may be modified by written notice provided such notice is received at the County Clerk's Office before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense. If applicable.

5. REJECTION OF BIDS/PROPOSALS:

- (A) The Purchasing Agent may reject a bid/proposal if it is deemed to be non responsive and/or provided by not responsible bidder/proposer.
- (B) No bid/ proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No bid/proposal submitted herein shall be considered unless the bidder/proposer warrants that upon execution of a contract with the County of Webb, the bidder/ proposer will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, disability, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals/bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a proposal or bid. County may also waive any minor informalities or irregularities in any proposal or bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Bids/Proposals may not be withdrawn after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

Bids/Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other bid/proposal documents or any part thereof, the bidder/proposer may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of Webb County proposal package specification instructions, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted on the web-site and email to the vendors list that have received email copy of package. The County will not be responsible for any other explanation or interpretation made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

Where there is a question that will not lead to an addendum, the questions will be made in writing to the Purchasing Department. The answer will be in writing posted on the website for everyone to receive the same response.

9. DELINQUENT TAXES:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a proposal.

10. AWARD OF CONTRACT:

(A) The contract will be awarded to the best qualified according to the bid/proposal criteria and a written award letter will be issue.

(1) Award of a bid/proposal requires formal approval by the Commissioners Court.

(2) Bid/Proposal contract must also be approved by the Commissioners Court.

(3) The written notice to proceed will be for construction contracts provided after all contract documents are signed.

(B) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.



(B) Period of Performance will commence with written Notice to Proceed.

11. BID BOND

A bid bond in the amount of 5% of the Bid/Proposal issued by an acceptable surety company shall be submitted with each bid. A certified check or Bank Draft payable to the Webb County may be submitted in lieu of the Bid Bond. All such bonds, cashier checks shall be drawn payable to Webb County, if required by RFQ/Bid document.

12. PERFORMANCE AND PAYMENT BOND

A Performance Bond is require for construction work if the contract is in excess of \$100,000; and a Payment Bond is require if the construction contract is in excess of \$25,000. The requirement is for all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision. The failure of the successful bidder/proposer to execute the agreement and supply the required bonds within ten (10) days after the award or within such extended period as Webb County may grant, shall constitute a default and Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids/proposals.—In either case, Webb County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Webb County for a refund. If applicable.

13. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. Attachment A is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. If applicable and unless stated differently under RFQ package.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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15. STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the bid/proposal packages.

16. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

17. PROPRIETARY INFORMATION:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary a time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

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## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Jesse Gonzalez
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, 49<sup>th</sup> Judicial District Court
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District Court
8. Judge Oscar Hale 406<sup>th</sup> Judicial District Court

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY**  
**EXCLUSION FOR COVERED CONTRACTS**

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
JMS Constructors	46-478807	

  
Signature of Authorized Representative

8/8/17  
Date

Jose L. Diaz  
Printed/Typed Name and Title of  
Authorized Representative

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)



3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
- No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
JMJ Constructors	46-478807	

Name of Authorized Representative	Title
Jose L. Diaz	President

  
Signature - Authorized Representative

8/8/17  
Date



Proposer Information

Name of Company: JMJ Constructors  
Address: 2005 N. Los Ebanos  
City and State: Alton, Texas  
Phone: (956) 522-5904  
Email Address: jmjconstructors@gmail.com

Signature of Person Authorized to Sign:



Signature

Jose L. Dice

Print Name

President

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

Corporation

8/8/17

(Date)

Note:

All submissions relative to this ITB shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Assistant Purchasing Agent, Mr. Cesar Guerra, Jr. at (956) 523-4133 or email at [ceguerra@webbcountytexas.gov](mailto:ceguerra@webbcountytexas.gov)