

PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting bids for the forensic equipment for the expansion of the Texas Department of Public Safety, Laredo Crime Laboratory.

Bid 2013-100-01 "Laredo Laboratory Cold Storage Rooms Equipment"

Bids must be submitted in one (1) original and eight (8) copies in sealed envelopes to the Office of the Webb County Clerk's. Sealed envelopes must be marked (sealed-Bids) with Bid number and title on front of lower left-hand corner of envelopes.

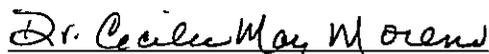
Bids will either hand delivered or mailed to the following location:

**Webb County Clerk
Webb County Justice Center
1110 Vitoria St. Suite 201
Laredo, Texas 78042-0029**

Bids must be delivered no later than **May 1, 2013 at 2:00 p.m.** at which time all bids received will be opened and read to the public. Late bids will not be considered.

If additional information is requested please contact, Leticia Gutierrez at the Webb County Purchasing Department, 1110 Washington St. Suite 101 (956)523-4127, Laredo, Texas 78041. Please visit our Web-site for a copy of proposal notice and specifications, under purchasing department www.webbcountytx.gov.

The County of Webb reserves the right to reject any and all Bids.


Dr. Cecilia May Moreno
Purchasing Agent

THIS FORM MUST BE INCLUDED WITH BID PACKAGE; PLEASE CHECK OFF EACH ITEM AND SIGN

“Sealed Bid”

Bid 2013-100-01 “Cold Storage Room Equipment”

- Public Notice
- Information
- Specifications
- Price Sheet (required)
- Conflict of Interest (required)
- Debarment Certification (Form H2048)
- Terms and Conditions (read)
- Delinquent Tax Owed to Webb County (required)
- Bidders Information Form (required)

Signature

Bid 2013-100-01 "Laredo Laboratory Cold Storage Rooms

I. Introduction

Webb County is requesting competitive bids for Cold Storage Rooms Equipment. Webb County has received a Federal grant for the Purchase of the equipment. The equipment will be used by the Texas Department of Public Safety.

Due to the technical and precise demands of the equipment, the specifications for the equipment have been prepared by an architect.

It is expected that the provider for one set of equipment specifications may be different from the provider of the second set of equipment specifications.

Webb County will purchase the equipment and provide payment when all the equipment identified in the purchase order has been delivered and invoices are received. Partial payments are not expected to be made.

Equipment details, delivery demands, and exact equipment needs are identified within this package.

II. Bid Price Form

The enclosed Bid Price Form must be used in submitting the bid for the equipment. While this is a bid, the selected vendor may be expected to demonstrate their understanding of the project and capacity to deliver the equipment as requested. It is expected that the purchase order will mirror the price bid form, thus it is important that all sections be completed. Freight, delivery or other handling charges must be incorporated into the price of the equipment as a separate line item is not provided. **This bid carries no bid bond.**

III. Submittals

- a. Bids are due on **May 1, 2013 at 2:00 PM** to the Webb County Clerk, 1110 Victoria, Suite 201, Laredo, Texas 78042-0029.
- b. Questions related to Bid 2013-001-01 "Laredo Laboratory Cold Storage Rooms" are to be made to Dr. Cecilia Moreno, Webb County Purchasing Agent cmaymoreno@webbcountytexas.gov (956-523-5224). It is preferred that questions be emailed. Responses will be made after consultation with the architect.
- c. The detailed information on this request is provided in 3 sections.
Section 01 30 00 addresses the Administrative Requirements- this section addresses submittals after the contract has been awarded.
Section 01 60 00 addresses Product requirements including the responsibility of the vendor to coordinate with DPS for delivery of the product
Section 13 21 26 addresses the Cold Storage Rooms equipment requirements

Price Form
Webb County Bid 2013-100
DPS Laredo Crime Laboratory, Laredo Texas

Cold Storage Room Equipment

Item 1. Insulated wall, ceiling and floor panels For 10x12.5 foot cold storage room	\$ _____
Item 2. Insulated door, view window and hardware	\$ _____
Item 3. Shelving	\$ _____
Item 4. Lighting fixtures and power receptacles	\$ _____
Item 5. Cooling System including refrigerant	\$ _____
Item 6. Control system including alarm systems	\$ _____
Item 7. Internal piping, wiring and accessories	\$ _____
	Total \$ _____

_____ (Form must be signed)
Signature

ARCHITECTS SUPPLEMENTAL INSTRUCTIONS
NO. 001

DATE: 01-17-2013

RE: DPS Laredo Crime Lab
Laredo TX
WHR Project No. G10207.05

FROM: WHR Architects, Inc.
1111 Louisiana, 26th Floor
Houston, TX 77002

TO: Equipment provider



This Architects Supplemental Instructions forms a part of the Contract Documents and modifies the original Bidding Documents dated Feb. 16, 2012 as noted below.

This Architects Supplemental Instructions consists of 1 page plus attachments as listed.

REVISED DRAWINGS:

The following 30" by 42" Drawings are revised and reissued herewith:

1.01	A 01	ENVIORMENTAL ROOM
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REVISED SPECIFICATIONS:

The following Specifications Sections are revised and reissued herewith:

1.05	01 30 00	ADMINISTRATIVE REQUIRMENTS
1.06	01 60 00	PRODUCT REQUIRMENTS
1.07	13 21 26	COLD ROOM STORAGE

END OF ARCHITECTS SUPPLEMENTAL INSTRUCTIONS No. 001

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL - NOT USED

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BID SUBMITTALS

- A. When the following are specified in individual sections, submit with Bid Documents:
 - 1. Product data.
 - 2. Samples for selection.

3.02 CONTRACT AWARD SUBMITTALS

- A. When the following are specified in individual sections, submit upon award of contract:
 - 1. Shop drawings.
 - 2. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide 4 copies to the Installer.

3.03 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator. No action will be taken.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Number of copies, and distribution routing will be established at Preconstruction Meeting.
- B. Document Size:
 - 1. Written data submittals: Not larger than 8-1/2 x 11 inch paper, typed and including project information title block specified below under SUBMITTAL PROCEDURES.
- C. Documents for Information: Submit PDF electronic file.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 ELECTRONIC SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Electronic Submittals Intent: To expedite the process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - 2. Transmit shop drawing and product data submittals to Architect in electronic (PDF) format.

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3. Electronic submittal process is not intended for color samples, color charts, or physical material samples.
 - B. Software Requirements: Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.
 - C. Converting Documents:
 1. Prepare documents for submittal by converting to PDF format.
 2. Legible scanned PDF files of paper drawings are acceptable, however PDF sets created by converting CAD documents using PDF software are preferable.
 - a. Scanned sets are more difficult to annotate, are usually less legible, and produce larger attachment sizes.
 - b. Scanned submittals that are not legible will not be reviewed and will be returned, "Revise and Resubmit."
 - D. Submittal Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Limit submittal package to a single specification section submittal requirement.
 3. Name file with submittal number or other unique identifier, including revision identifier.
 - a. Submittal File Name: Use project identifier (DPS) and Specification Section number followed by a decimal point and then a sequential number (e.g., DPS-061000.01).
 - 1) Resubmittals: Include an alphabetic suffix after another decimal point (e.g., DPS-061000.01.A).
 4. Provide means for permanent insertion of Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 5. Include the following information as appropriate on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Other necessary identification.
 6. Options: Identify all options and selections on the shop drawing and data sheets.
 - a. Delete all options and selections that are not applicable.
 - b. Do not submit generic data sheets or cut sheets without specific mark-ups clearly indicating components or options to be provided.
 - c. Unmarked data sheets and cut sheets will not be reviewed and will be returned, "Revise and Resubmit."
 7. Transmitting Electronic Submittals:

- a. Submit electronic submittals via email as PDF electronic files.
 - b. Email Subject Line: Use the same name as the attachment file name, but without the file type extension (that is, without .pdf).
 - c. File Resolution: Submit required submittals in PDF electronic file format.
 - 1) Product Data: Scanned with a minimum resolution of 100 dpi to a maximum 300 dpi.
 - 2) Shop Drawings: Maximum 150 dpi.
 - d. File Size: Compose documents as one consolidated electronic file whenever possible.
 - 1) Maximum Email Size: Not greater than 10 MB, unzipped.
 - 2) Send emails greater than 10 MB in two or more parts by separate emails. In such cases denote "1 of 2" and "2 of 2" in the subject line after other required subject-line information.
 - 3) Electronic file name shall match submittal name.
 - 4) Electronic files as a substitution for physical sample requirements will not be accepted without prior approval by Architect on a case-by-case basis.
8. Submittal Return: Architect will return annotated file by email. Annotate and retain one copy of file as an electronic Project record document file.

3.06 SUBMITTAL PROCEDURES

- A. Transmit each submittal as directed in award of contract.

3.07 SHOP DRAWINGS

- A. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. The Contractor represents and warrants that Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable law, by an engineer currently licensed in the State in which the Project is located.
- B. Submit PDF electronic file. After review, distribute in accordance with requirements in Article on Submittal Procedures, above.

3.08 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work.
- B. Submit PDF electronic file.
- C. Products shall be free of asbestos and nontoxic in nature as stated by the Material Safety Data Sheet (MSDS) submitted with each product.

3.09 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in PDF electronic file.

3.10 SAMPLES

- A. Submit full range of manufacturer's standard colors, textures, and patterns for Architect's selection. Submit samples for selection of finishes within 30 days after date of Contract.
- B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.
- C. Include identification on each sample, giving full information.

- D. Submit the number specified in respective Specification Section; the Architect will retain one. Reviewed samples that may be used in the Work are indicated in the respective Specification Sections.
- E. Provide field samples of finishes at Project as required by individual Specifications Section. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.

3.11 COLOR SELECTIONS

- A. Within 60 days of Notice to Proceed, submit at one time all materials requiring a color selection.
 - 1. Allow 30 days in Project Schedule after submission of color submittals to Architect for preparation and approval of comprehensive color schedule.
 - 2. Submit samples for color selection in the full range of applicable manufacturer's full line of standard colors.
- B. After receipt of all color samples, Architect will prepare proposed comprehensive color schedule for Owner's review and approval. Following Owner's approval, color schedule will be released to the Contractor for ordering materials.
 - 1. No color selection will be released until all colors are approved in the comprehensive color schedule.
- C. If the Contractor is unable to submit all color selections/samples within 60 days after "Notice to Proceed", Architect may proceed with preparing the color schedule using Specified Products which the Contractor shall be required to match at no additional cost to the Owner.

3.12 ARCHITECT'S/ENGINEER'S ACTION

- A. Except for submittal for record, information or similar purposes, the Architect will review each submittal required by the Contract Documents in the manner indicated below. The Contractor will remain responsible for compliance with the Contract Documents notwithstanding this review.
- B. The Architect will stamp each submittal with a uniform action stamp. The stamp will be appropriately marked as follows to indicate the action to be taken by the Contractor after the review:
 - 1. Where submittals are marked "REVIEWED", that part of the Work covered by the submittal may proceed, provided it complies with notations or corrections on the submittal and with requirements of the Contract Documents. Final acceptance of any Work will depend upon compliance with Contract Documents.
 - 2. When submittals are marked "REVISE & RESUBMIT", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or any other activity. Revise or prepare a new submittal in accordance with the notations indicated on the submittal for another review. Do not allow submittals marked "REVISE & RESUBMIT" to be used in any way on the Project.
 - 3. When submittals are marked "NO ACTION TAKEN", it has been determined that the submittal is either non-applicable, for information only, or for record purposes. Some submittals that may be included in this category include, Coordination Drawings, Operations & Maintenance manuals, Record Drawings and Engineered Shop Drawings which bear a separate engineer's seal.

3.13 QUESTIONS

- A. Direct ALL questions concerning the Bid as instructed in the Public notice.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made using or containing asbestos.
 - 3. Made of wood from newly cut old growth timber.
- C. Provide interchangeable components of the same manufacture for components being replaced.
- D. Motors: Refer to Section 22 05 13, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming Several Manufacturers, marked (NO EXCEPTION): No options, and no substitutions allowed.
- D. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Architect will consider requests for substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Include in each request for substitution:
1. Product identification, manufacturer's name and address.
 2. Product Data: Description, performance and test data, reference standards, finishes and colors.
 3. Samples: Finishes
 4. Name and address of similar projects on which product was used: date of installation.
 5. Complete and accurate drawings indicating construction revisions required (if any) to accommodate substitutions.
 6. Data relating to changes required in construction schedule.
 7. Cost comparison between specified and proposed substitution.
- D. A request for substitution constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.
- G. Architect will be the sole judge of acceptability; no substitute shall be ordered, installed or utilized without Architect's prior written acceptance.
- H. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery with TFC Project Manager and installing contractor in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.

- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Prior to delivery, promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. During delivery, provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. All equipment must be delivered to designated location and received without damage prior to issue of payment.

3.03 DELIVERY AND PROTECTION

- A. Coordinate receiving for incoming products so that they are delivered according to the construction installation schedule.
- B. During transportation and delivery prevent contact with material that may cause corrosion, discoloration, or staining.
- C. During transportation and delivery provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

END OF SECTION

SECTION 13 21 26
COLD STORAGE ROOMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Scope of Work includes purchase and delivery of the following equipment and accessories. Installation by others.
- B. Prefabricated insulated cold storage rooms with wall, floor, and ceiling panels.
- C. Door, frame, and hardware.
- D. Refrigeration coils to function with remote unit.
- E. Controls and lighting.
- F. Shelving and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- B. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010.
- C. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- D. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- E. NSF 7 - Commercial Refrigerators and Freezers; NSF International; 2009.
- F. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association; 2011.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL (EAUED) - Electrical Appliance and Utilization Equipment Directory; Underwriters Laboratories Inc.; current edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate layout, room dimensions, materials, components, fasteners, doors, hardware, equipment, finishes, method of installation and assembly, panel placement, supplementary support or bracing, controls, and service rough-in.
 - 1. Indicate locations, sizes, and capacities of refrigeration equipment.
 - 2. Indicate utility connection points.
- C. Wiring Diagram: Furnish wiring diagrams and tabulation of amperage load on each leg at each point of connection.
- D. Product Data: Provide data on hardware, fixtures, joint details, panel insulation, refrigeration units and controls.
- E. Samples: Submit two samples 6 x 6 inch in size illustrating panel finish .
- F. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention .

- G. Certificates: Certify that products of this section meet or exceed specified requirements.
- H. Operation Data: Include operating equipment, service and lubrication schedules .
- I. Test Reports.
- J. Keys: At Substantial Completion, deliver keys with identifying tags to designated representative of Owner, secure a receipt and send receipt to Architect.
- K. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than 10 years of documented experience.
- B. Fabricator Qualifications: Company with not less than 10 successfully installed units of similar scope.
- C. Accessibility Compliance: Comply with TAS, ADAAG and ANSI/ICC A 117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Wrap and crate finished components and assemblies at factory to prevent damage or marring of surfaces during shipping and handling.
- B. Do not deliver materials or assemblies to site until installation spaces are ready to receive units.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide ten year manufacturer warranty for panels and doors.
- C. Provide five year manufacturer warranty for integral refrigeration compressor unit.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cold Storage Rooms:
 - 1. Bally Refrigerated Boxes, Inc.: www.ballyrefboxes.com
 - 2. BioCold Environmental, Inc.: www.biocold.com
 - 3. Bahnsen Environmental, Inc.: www.bahnsen.com
 - 4. Harris Environmental System, Inc.: <http://harris-env.com>
 - 5. Thermo Kool/Mid-South Industries, Inc.: www.thermokool.com
 - 6. Nor-Lake Scientific: www.norlake.com
 - 7. Kolpak Refrigeration, Inc.: www.kolpak.com
 - 8. Substitutions: See Section 01600 - Product Requirements.

2.02 COLD STORAGE ROOMS

- A. Cold Storage Rooms: Factory-fabricated packaged units, comprised of modular panels, equipment, and fittings.
 - 1. Room Dimensions:
 - a. Minimum size: Refer to drawings:
 - b. Size rooms to fill dimensioned clear spaces with maximum perimeter clearance of 1 inches each side.
 - c. Height: Manufacturer's standard, but not less than 9'-0" outside overall, excluding closure panels above rooms.
 - 2. All exposed components non-combustible.
 - 3. Electrical Equipment: Listed and classified by UL as suitable for the purpose specified and

indicated.

- B. Performance Requirements:
1. Chamber Design Loads:
 - a. Wall Panels: Withstand live lateral load of 100 lbs point load, 5 psf uniform load.
 - b. Ceiling Panels: Withstand their own weight, dead loads, and live loads of 50 psf uniform load with maximum deflection of 1:180.
 - c. Floor Panels: Withstand 100 psf uniform load without physical damage or indentation of panel or insulation and a point load of 600 psf without indentation.
 4. Temperature Range:
 - a. Temperature control: the control of temperature at a single point within the chamber over a period of time, shall be maintained at -4 degrees Fahrenheit, $\pm 0.2^{\circ}\text{F}$, (-20 degrees Celsius, $\pm 0.3^{\circ}\text{C}$.)
 - b. Humidity control: the control of relative humidity at a single point within the chamber over a period of time, shall be maintained at 50%RH, $\pm 5\%$ RH.
 - c. Ambient conditions: Rooms shall be designed to operate in ambient conditions ranging from 60°F to 85°F, and at humidity levels ranging from 15% to 75%RH
 5. Temperature uniformity:
 - a. The uniformity of temperature at a minimum of twelve points evenly distributed on a horizontal plan at 44" AFF and no more than 12" from each wall, shall be maintained at setpoint $\pm 0.2^{\circ}\text{F}$ (0.3°C .)
 - b. Humidity uniformity, measured at a minimum of three points within the chamber, shall be maintained at setpoint $\pm 5\%$ RH.
 - c. Temperature and humidity uniformity shall be documented in chamber testing report.
 5. Air Tightness of Assembled Unit: Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of wall area, measured at a reference differential pressure across assembly of 1.57 psf as measured in accordance with ASTM E283.
 6. Vapor Seal: Interior room atmospheric pressure of 1 inch sp, 72 degrees F, 40 percent RH: No failure.
 7. Vapor Tightness: Sufficient to eliminate frost accumulation.
 8. Interior Light Level: Uniform light level of 70 footcandles minimum at 40 inches above floor.
 9. Refrigeration Systems: Units designed to operate with CFC and HCFC-free refrigerants.
 10. Closed-Cell High-Density Polyurethane: Expanded in place with CFC and HCFC-free blowing agents.

2.03 COMPONENTS

- A. Wall Panels: Comprising the following:
1. Interior finish: Interior surface shall consist of 26 gauge embossed galvanized steel with a white polyester enamel finish.
 2. Exposed exterior finish: Exposed exterior surface shall consist of 0.032 inch embossed aluminum with a white polyester enamel finish.
 3. Core: Insulation bonded to exterior and interior sheets.
 4. Unexposed exterior finish shall consist of 26 gauge embossed Galvalume steel, mill finish.
 5. Wall panels shall be reinforced to support wall-mounted shelving for the full length of the north and south wall.
 6. Wall and ceiling panels shall contain all required junction boxes and electrical conduit foamed in place and not surface mounted. Surface-mounted conduit exposed within the room shall be avoided.
 7. Ceiling panels shall be reinforced as required to support CER equipment loads and maintenance traffic on top of room. Ceiling panels shall not be designed for regular foot traffic
 8. Panel Width: 48 inches, one piece floor to ceiling.

9. Panel Assembly: Tongue and groove edges, integral cam action locking clamps spaced not over 40 inches on center.
- B. Ceiling Panels: Same construction as walls except exterior sheets of 0.0375 inch stainless steel.
- C. Floor Panels: Comprising the following:
 1. Floor panels, where required, shall cam-lock to wall panels and shall be of similar construction to other insulated panels. Panels shall be made to withstand a uniformly distributed floor load of not less than 500 pounds per square foot and a stationary load of not less than 700 pounds per square foot. All panel surfaces shall be foamed in place. Separate tread plate overlay shall not be permitted.
 2. Floor Panel Type: Floor panels shall be 4" thick and shall be installed in 4.25" deep recessed slab, leveled and flush with surrounding finished floor surfaces.
 3. Floor Panel Finish: Interior floor panel finish shall be 16 gauge rigidized stainless steel.
 4. Exterior floor surface shall consist of 26 gauge embossed Galvalume steel, capped to match exterior wall finish where floor panels are exposed.
 5. Top Sheet: 26 gauge aluminum zinc alloy coated steel.
 6. Bottom Sheet: 26 gauge aluminum zinc alloy coated steel.
 7. Panel Width: 48 inches, one piece wall to wall.
 8. Panel Assembly: Tongue and groove edges, integral cam action locking clamps spaced not over 40 inches on center.
 9. Insulation Thickness: 4 inches.
- D. Doors: shall be in-fitting, flush mounted type with a minimum clear opening of 42" x 78" unless otherwise shown on drawings, with the same metal finish and insulation as adjacent walls. A thermoplastic gasket with a magnetic core shall be mounted on the top edge and along both sides of the door. The magnetic force of the gasket and a hydraulic door closure shall keep the door closed and the gasket shall form a tight seal. The bottom edge of the door shall contain a flexible, dual blade wiper gasket. All gaskets shall be NSF approved.
 1. Construction of the door panel shall include a heavy "U" channel type reinforced steel frame around the entire perimeter of the door opening to prevent rocking or twisting. Provide 30" high stainless steel kickplate at interior and exterior of door and door jambs.
 2. On any room operating at +15°C or lower, anti-condensate heaters shall be connected to a temperature switch to provide sufficient heat to eliminate condensation and frost under various humidity conditions. Anti-condensate heater wires shall be concealed behind the metal edge of the door jambs on all sides including the threshold plate.
 3. Doors shall have a minimum of three hinges of the self-closing type with plated steel pins and Delrin cam-type bearings. Doors of 36" or lesser width shall be fully self-closing.
 4. The door latch shall be designed to open the door easily by breaking the magnetic force of the door gasket. The latch shall have a cylinder key lock. The door shall also include an interior safety release handle to allow for emergency exit in case of accidental confinement. Hardware shall be satin-finish aluminum.
 5. Observation Window. For visual observation into a walk-in cooler or freezer a 14" x 24" view window shall be installed in the walk-in entrance door. Window shall be three-pane heated tempered safety glass to prevent frost formation and fog.
- F. View Windows: Sealed triple insulating glass units in doors for visual observation into a walk-in cooler or freezer.
 - a. Size: 14" x 24" view window shall be installed in the walk-in entrance door. Window shall be three-pane heated tempered safety glass to prevent frost formation and fog.

2.04 MATERIALS

- A. Steel Sheet: Aluminum-zinc alloy-coated steel sheet, ASTM A792/A792M, with AZ55/AZM165 coating; 0.030 inch thick.
- B. Stainless Steel Sheet: ASTM A666 Type 304; No. 4 finish, 0.0375 inch thick.

-
- C. Insulation: Polyurethane foamed-in-place, density 2.2 lb/cu ft, K factor of 0.12, self-extinguishing type.
 - 1. Blowing Agent: HFC-134a.
 - D. Accessories: Thresholds, closure plates, tie down plates, bolts, screws, and washers; non-corrosive.
 - E. Insulating Glass: Hermetically sealed double pane units, 1/4 inch thick lights, clear float glass panes, 5/8 inch unit thickness; certified by independent testing agency to comply with ASTM E2190.
 - F. Sealant: Silicone type as specified in Section 07 90 05.
 - G. Door Gaskets: Resilient hollow neoprene ; organic grease and oil resistant, replaceable and adjustable, concealed magnetic strip to maintain air tight seal.
 - H. Refrigerant Lines:
 - 1. Lines: Type K or Type L copper tubing.
 - 2. Fittings: Wrought copper, assembled by lead-free silver soldering.
 - I. Refrigerant Line Insulation:
 - 1. Type: 3/4 inch thick foam plastic.
 - a. Flame Spread (ASTM E 84): 25 or less.
 - b. Smoke Developed (ASTM E 84): 50 or less.

2.05 COMPONENTS

- A. Hardware: Cast brass, nylon bearing self closing hinges, roller catch latch and keeper; cylinder lock and inside safety release mechanism.
 - 1. Keys: Provide two keys for Owner.
- B. Shelving and Supports: Stainless steel construction, open rod construction, free standing style.
 - 1. Product: Super Erecta manufactured by InterMetro Industries Corp.
- C. Light Fixtures: Vapor resistant two-lamp fluorescent, low temperature ballasts, rapid start HO type lamps, clear acrylic lens; operating toggle switch on exterior wall of room with pilot light, wired in rigid conduit.
- D. Power Receptacles: 20 amp hospital grade, GFI receptacles with weatherproof cover. Locate two duplex receptacles in each room.
- E. Air Vent: Aluminum or steel construction, heated, shall equalize inside-to-outside pressure.

2.06 EQUIPMENT

- A. Cooling System: Direct expansion refrigerant, air cooled; room internal condensing unit for each room, evaporator, unit cooler, self contained with valves, controls, switches, timers, refrigerant piping, insulated suction lines, and wiring. Size and capacity to maintain environment specified; electric defrost .
 - 1. Cooling Unit: Locate remote from cold storage rooms on roof. Pipe coolant to cold rooms.
 - 2. Provide stainless steel weather covers for exterior "exposed to weather" condensing units. Equip with "winter controls" for proper operation during cold or wet weather.
 - 3. Refrigerant Charge: R-404A.
- B. Electrical Characteristics:
 - 1. Each room and its controls shall operate from a separate 120/208 volt, 3-phase, 4-wire feeder.
 - 2. Each condensing unit shall operate from a separate 208 volt, 3-phase, 3-wire feeder.
- C. Motor: NEMA MG 1.
- D. Control System Panel:
 - 1. User interface shall consist of a LCD color touchscreen display at least 7 inches in diagonal with minimum resolution of 640 x 480 pixels.

2. Color touchscreen shall provide intuitive operation and sufficient on-screen instructions such that reference manuals are not required for day-to-day operation.
 3. Color touchscreen shall provide multi-level password-protected access to monitor and adjust all chamber operating parameters, including but not limited to the following functions:
 - a. Temperature setpoint
 - b. Real-time temperature display in 0.1°C or 0.1°F increments
 - c. Humidity setpoint (if applicable)
 - d. Real-time humidity display in 0.1% RH increments
 - e. User-selectable temperature display in °C or °F.
 - f. High & low temperature and humidity alarm setpoints
 - g. Alarm time delay period
 - h. Alarm silence with adjustable callback timer
 - i. Automatic, programmable defrost system with automatic bypass when operating above 3°C, adjustable.
 - j. Manual defrost and manual defrost termination capabilities for testing and maintenance.
 - k. Real-time system clock.
 - l. Real-time graphical trend data with minimum of 31 day viewable history
 - m. Print and/or download trend data for minimum of 360 days in PDF or CSV format
 - n. Parameter change log.
 - o. Alarm history log
 - p. Remote access capability via Ethernet, RS-485 Modbus or similar, non-proprietary communications protocol.
 4. Temperature and humidity control (if applicable) shall be user-selectable PID or hysteresis control using programmable logic controller with fixed programmable logic. Control logic shall be stored on non-volatile memory card within the controller.
 5. Manufacturers: Subject to compliance with project requirements, provide programmable control device by one of the following:
 - a. Allen-Bradley
 - b. Emerson Controls
 - c. Seimens
 6. Controller shall include a minimum of six (6) open loop control circuits for lights or other on/off switchable operations.
 7. Sensors.
 - a. Temperature sensor shall be 100 ohm platinum RTD or Type T Thermocouple. Temperature sensor shall be located for fast responsiveness and shall display and control air temperature. Sensor shall not display "product temperature" or be placed in glycol or other cold mass to improve display performance.
 - b. Humidity sensor shall be thin-film capacitance sensor with accuracy of ±2% RH or better. Wet bulb/dry bulb, lithium chloride, gold grid, bulk resistance, or similar sensors are not acceptable.
 8. Temperature safety limit controls shall be provided:
 - a. High temperature safety limit control shall activate an alarm and shall de-energize all electric heaters, hot gas valves, dehumidifiers and other heat-producing equipment within the room. When temperature returns to normal range, limit controls shall automatically reset.
 - b. Low temperature safety limit control shall activate an alarm and shall shut down the refrigeration compressor. When temperature returns to normal range, limit controls shall automatically reset.
- H. Mechanical Failure Alarm:
1. Control system to include both audible and visible alarm indicators upon high or low alarm conditions. High/low safety alarms set digitally in 0.1°C increments.

2. Upon an alarm event, a popup text message shall appear on-screen indicating the alarm type, alarm setpoint, and current chamber conditions. The popup text message shall remain on-screen until the alarm condition clears or the alarm is acknowledged by an operator.
 3. Control system shall include an field adjustable alarm delay timer and alarm silence button which will temporarily silence audible alarm buzzer. The alarm delay timer shall be adjustable from 0 to 30 minutes before the alarm buzzer is activated.
 4. Provide remote alarm dry contacts for connection to building automation or monitoring systems. Alarm dry contacts shall be of active design, such that contacts will close upon power failure, controller failure, or temperature alarm event.
- J. Personnel Emergency Alarm
1. Rooms shall be equipped with a reset type, electrically powered emergency alarm system. Alarm shall be circuited from the control console on a low voltage circuit. The system shall consist of an actuator within the room, and an audible/visual alarm mounted on the front of the chamber. Alarm shall be silenced only by deactivating the switch inside the chamber. All conduit and junction boxes for personnel emergency alarm system shall be foamed in place. Exposed conduit shall not be permitted.
 - a. The alarm system actuator shall be a heavy duty, oil-tight switch, equipped with a red button marked "EMERGENCY ALARM – PULL TO RESET." The actuator button shall be mounted on the interior wall of the room adjacent to the doorjamb and 12 inches (305 mm) above finished floor. Coordinate alarm actuator location with casework locations. Emergency alarm actuator shall be lighted.
 - b. The external alarm indicator shall include both high decibel horn and strobe and shall white with blue strobe to avoid confusion with fire alarm systems. Alarm indicator shall be mounted over CER door, and shall be prominently labeled: "PERSONNEL EMERGENCY."
 - c. Provide an independent set of alarm dry contacts for connection to remote annunciator panel or to building automation system.
- K. Temperature Recording Device: Provide USB connected electronic data recorder including software for data translation and download
1. Provide a total of four devices for each room,
 2. Type: USB connected electronic data recording device with recording intervals of 1 reading per minute to include software for computer translation and download. Device shall have a memory of 16,000 temperature readings with an operating range of -30c to 80c. Start date and time selectable current actuated through the controller. Software training for owner included.
 3. Product: OM-EL-USB-2-Plus manufactured by Omega Engineering Inc., www.omega.com.
 - h. Supply Voltage: 120 VAC.
- L. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.
- M. Disconnect Switch: Factory mount disconnect switch in control panel.
- N. Circuit Breakers: Provide circuit breaker protection for lights, controls, and condensing units.
1. Protect each circuit with breakers of proper amperage. Common fuses not acceptable.
 2. In addition to other breakers, provide a circuit breaker type disconnect at each condensing unit.
- O. Refrigerant Alarm: Provide a refrigerant-vapor detection and alarm system, located in an area where refrigerant from a leak will concentrate, which shall actuate an alarm and stop the flow of refrigerant to evaporators in accordance with Section 1120 of the Uniform Mechanical Code. Include audible and visual strobe alarm and battery back-up.
1. Manufacturer: Thermal Gas Systems, Inc.: www.thermalgas.com
 2. Product: Haloguard
- I. Access Control Interface: No Access Control

2.07 FINISHES

- A. Exterior Aluminum Cladding: White color. Baked acrylic enamel.
- B. Interior Stainless Steel Cladding: No. 4 finish.
- C. Hardware: Polished chrome.

PART 3 EXECUTION - NOT USED

END OF SECTION

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 7th 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 Danny Valdez
2. Commissioner Miguel Montemayor
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1481, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

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 which 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.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids/Proposals

1. GENERAL CONDITIONS:

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

- (A) Proposers shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers 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 is advised that all County contracts are subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals 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.
- (B) Alternate bids 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.
- (D) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid 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 bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the 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.

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 whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid. County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Proposals may not be withdraw after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

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

8. CLARIFICATIN 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 provided after all contract documents are signed.

- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.
- (E) Delivery time will be considered in breaking of tie proposals.
- (F) 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.

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 contract is in excess of \$25,000. The requirements 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 to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Webb County may grant, shall constitute a default and the Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids. In either case, the 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.

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.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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.

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2013.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.

Bidders Information

Name of Bidder: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Bid:

Signature

Print Name

Title

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

(Date)

Note:

All submissions relative to these Bids shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Purchasing Agent, Dr. Cecilia May Moreno, at (956)523-4125 or Administrative Assistant, Leticia Gutierrez, at (956)-523-4127.