PUBLIC NOTICE

Webb County Community Action Agency

Solicitation for Bids

Bid 2016-11 CEAP Crisis Heating and Cooling Service Provider

The Webb County Community Action Agency is soliciting a request for bids for the CEAP: Crisis Heating and Cooling Service Provider: (Placement or repair of heating and cooling equipment in a temperature related crisis)

Bid packets will be available on January 22, 2016 at the Webb County Community Action Agency office located at 1110 Washington St, Suite 203, (956)523-4182 or the Webb County Purchasing Office located at 1110 Washington St, Suite 101.

A pre-bid conference for CEAP: Crisis Heating and Cooling Service Provider will be held at 2:00 p.m., February 12, 2016 at 1110 Washington St., Suite 101, Laredo, Texas 78040. Contractors are strongly suggested to attend the pre bid meeting for information pertaining to the requirements of this contract prior to submitting a bid.

Bids must be submitted in one (1) original and two (2) copies in a sealed envelope to the office of the Webb County Clerk. Sealed envelopes must be marked (Sealed Bid) with RFP/Bids number and descriptive title on front lower left-hand corner of Envelopes.

All bids must be received either by hand delivery or mail **by 2:00 p.m. on February 19, 2016** at the:

Webb County Clerk's Office
1110 Victoria St., Suite 201,
Laredo, Texas 78040

Bids received after the date and time specified above shall not be considered for award and shall be returned, unopened, to bidder. Bidders using the U.S. Mail, private parcel, delivery service, or other mail/parcel carrier are solely responsible to ensure on-time delivery.

For additional information you may call the Webb County Community Action Agency office at (956) 523-4182 between the hours of 8:00AM – 5:00 PM Monday through Friday.

BID 2016-11 CEAP Crisis Heating and Cooling Service Provider

"Check List"

For Invitation for RFPs (IFB)/ Request for Proposals (RFP)/ Request for Qualifications (RFQ)

- ○ CEAP Heating & Cooling RFP Sheet (completely filled, each sheet must be signed, there is a total of 4 pages)
- ○ **Submitted within RFP notice due date and time; name and address of Proposer, date of RFP opening; RFP number and title on outside of sealed envelope**
- ○ Vendor Certification
- ○ Technical specifications (Product information as required)
- ○ Vendor Qualifications
    a. Notarized line of credit
    b. 4 trade references
    c. Proof of existence of firm (over 12 months)
    d. Experience
    e. Responses on page 13-14 Include signature
    f. Responses page 15

- ○ Proof of Insurance (Automobile Liability, General Liability, Excess Liability, & Worker's Compensation)
- ○ Have reviewed Terms & Conditions
- ○ Bidder Information form
- ○ Proof of no Delinquent Taxes
- ○ Conflict of Interest Questionnaire
- ○ Certification Regarding Debarment (Form H2048)
- ○ Certification Regarding Federal Lobbying (Form 2049)

HEATING & COOLING SYSTEMS AND SERVICES
For the
WEBB COUNTY COMMUNITY ACTION AGENCY
CEAP CRISIS PROGRAM 2013
1110 Washington St., Suite 203,
Laredo, TX 78040
(956) 523-4182

Company: _____
Telephone: _____
E-Mail: _____
Fax: _____

ISSUE DATE:		DUE DATE:	FOR INFORMATION
January 22, 2016	9:00 a.m.	February 19, 2016 2:00 p.m.	CONTACT: Ricardo D. Martinez (956)523-4182

Proposers must submit an original RFP and 3 copies. Sealed RFPs will be accepted until 2:00 pm, February 19, 2016 at Webb County Clerk's Office located at 1110 Victoria St., Suite 201, Laredo, Texas 78040.

RFP packets may be submitted by mail, courier, or hand delivery to the Webb County Clerk's Office located at 1110 Victoria St., Suite 201, Laredo, Texas 78040 on or before 2:00 pm, February 19, 2016.

RFPs received after the date and time specified above shall not be considered for award and shall be returned, unopened, to Proposer. Proposers using the U.S. Mail, private parcel, delivery service, or other mail/parcel carrier are solely responsible to ensure on-time delivery.

RFPs will be opened promptly at 2:00 p.m. February 19, 2016 **at the Webb County Clerk's Office located at 1110 Victoria St., Suite 201, Laredo, Texas 78040.**

All RFPs must be delivered in SEALED ENVELOPES, clearly marked, on the outside of the envelope, "CEAP CRISIS HEATING & COOLING PROGRAM SEALED RFP".

Service delivery area consists of Webb County, Texas.

The Proposer's name and address shall also be included on the sealed envelope. An authorized official of the Proposing firm must print or type his/her name and manually sign the RFP. RFPs that are not signed shall be considered non-responsive and shall not be considered for award pursuant to this solicitation.

Both successful and unsuccessful Procurement Proposer will be given prompt written notice of award result. The Webb County Community Action Agency has the Right to refuse any/or all RFPs.

A contract, if awarded pursuant to this solicitation, shall be made to the lowest responsive, responsible Proposer, price and other factors considered. Contracts will be awarded on pre- established scoring criteria.

Note:

The Webb County Community Action Agency will reject your Sealed RFP if it is incomplete and/or illegible.

The selected Sealed RFP will be checked for cost reasonableness.

If the Proposer for Procurement by Sealed RFP is not satisfied with the decision of the Webb County Community Action Agency, Proposer may contact the Texas Department of Housing and Community Affairs provided such concern is related to the following:

- Violations of federal laws or regulations.
- Violations of protest procedures or failure to review a complaint or protest.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, Proposers technical knowledge, and price of materials and labor.

The Proposer with the lowest material and labor price will be awarded a maximum of 50 points. All other Proposers will receive points based on the following formula:

Lowest RFP price	÷	RFP price	X 50	=	points
Example $1000	÷	$1200 = .83	X 50	=	41.6

Scoring Breakdown

I.	Proposer's Financial Resources & Integrity	17	Points
II.	Technical Knowledge and Experience & Integrity	33	Points
III	Material and Labor Price	50	Points
	Total Possible Points	100	Points

SCOPE OF
SERVICES

the Webb County Community Action Agency is seeking up to two (2) qualified contractors to provide Repair, Replace or Retrofit of HVAC Systems, window units and electric room space heaters in eligible low-income dwellings throughout Webb County, Texas. These services are delivered pursuant to the Comprehensive Energy Assistance Program (CEAP), crisis heating and cooling component following the International Residential Code or City Code whichever is the most restrictive and are designed to resolve heating and cooling health hazards.

Proposer must enter a price for each line item on the accompanying RFP sheet. Failure to enter a price for one or more items will render the RFP non-responsive, and the RFP will be rejected. Prices must remain firm from closing of RFP until December 31, 2015, and will apply regardless of the number of units, work, or assessments, if any, called for.

A contract, if any, awarded pursuant to this solicitation may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of four years.

Is Your Company interested in a one year extension?

O Yes O No

Funds for a contract, if any, resulting from this solicitation, have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the Texas Low Income Home Energy Assistance Program, United States Department of Health and Human Services. Services under this program are contingent on the Webb County Community Action Agency receipt of CEAP Program funds.

CEAP HEATING & COOLING RFP SHEET

ITEM DESCRIPTION	PRICE PER UNIT	LABOR	TOTAL

Units will be sized by room size or availability.

CRISIS WINDOW UNITS

1. Window AC unit 6,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11 $_____ $_____ $_____

2. Window AC unit 8,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11 $_____ $_____ $_____

3. Window AC unit 10,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11 $_____ $_____ $_____

4. Window AC unit 12,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11 $_____ $_____ $_____

5. Window AC unit 15,000 BTU (110 volt) 10 EER, COP 3.11 $_____ $_____ $_____

Section I. Totals (1 - 5) Material _____ Labor _____ Total _____

CENTRALCOMPONENTS

6. 2 ton condenser $_____ $_____ $_____

7. 2.5 ton condenser $_____ $_____ $_____

8. 3 ton condenser $_____ $_____ $_____

9. 3.5 ton condenser $_____ $_____ $_____

10. 4 ton condenser $_____ $_____ $_____

11. 5 ton condenser $_____ $_____ $_____

12. 2 ton evaporative coil $_____ $_____ $_____

13. 2.5 ton evaporative coil $_____ $_____ $_____

_____ (signature)

14. 3 ton evaporative coil $_____ $_____ $_____

15. 3.5 ton evaporative coil$_____ $_____$_____

16. 4 ton evaporative coil$_____ $_____$_____

17. 5 ton evaporative coil $_____ $_____$_____

18. 2 ton Air Handler $_____ $_____$_____

19. 2.5 ton Air Handler $_____ $_____$_____

20. 3 ton Air Handler $_____ $_____$_____

21. 3.5 ton Air Handler $_____ $_____$_____

22. 4 ton Air Handler $_____ $_____$_____

23. 5 ton Air Handler $_____ $_____$_____

24. 45,000 BTU Furnace $_____ $_____$_____

25. 70,000 BTU Furnace $_____ $_____$_____

26. 90,000 BTU Furnace $_____ $_____$_____

27. 110,000 BTU Furnace$_____ $_____$_____

28 Central Thermostat $_____ $_____$_____

29. Return air grill and new filter $_____ $_____$_____

30. Electrical Whip/Disconnect $_____ $_____$_____

31. Drip pan for Central System $_____ $_____$_____

32. Replace 5 inch flex duct (per foot) $_____$_____$_____

33. Replace 6 inch flex duct (per foot) $_____ $_____$_____

34. Replace 7 inch flex duct (per foot) $_____$_____$_____

35. Replace 8 inch flex duct (per foot) $_____$_____$_____

36. Replace 10 inch flex duct (per foot) $_____$_____$_____

37. Replace 12 inch flex duct (per foot) $_____$_____$_____

38. ¾ Copper Line (LF) $_____$_____$_____

_____ (signature)

39. 7/8 Copper Line (LF) $_____$_____$_____

40. 1- 1/18 Copper Line (LF) $_____$_____$_____

41. Copper Cover $_____ $_____ $_____

42. Condenser Pad $_____ $_____ $_____

43. Thermostat for Heat Pump $_____ $_____ $_____

44. Contactors $_____ $_____ $_____

45. Capacitors $_____ $_____ $_____

46. Hard Start Kit $_____ $_____ $_____

47. Control Board HVAC system $_____ $_____ $ _____

Section II. Totals (6 – 47) Material _____ Labor _____ Total_____

CEAP HVAC and Appliance Labor Rates, do not include Parts

48. Central Unit AC repair (Labor Only) $_____
Includes cleaning

49. Central Furnace/Air handler Repair (Labor Only) $_____
Includes cleaning

50. Window AC Repair (Labor Only, No Parts) $_____
Includes cleaning

51. HVAC assistant Labor Rate. $_____

52. Crisis AC installation Labor Rate $_____

53 Electric Space Heater Rate $_____

Section III. Totals (48 -53) Total Labor Rates_____

CEAP Portable Electric Space Heaters

54 Portable Oil

Electric Space Heater $_____ $_____ $ _____

55. Convective Energy Saving Portable Electric Heaters $_____ $_____ $ _____

_____ (signature)

56. Portable Metal Space Heaters $_____ $_____ $ _____

Section IV. Totals (54-56) Material _____ Labor _____ Total _____

Section Totals:	Material	Labor	Total
Section I Crisis A/Cs	_____	_____	_____
Section II. Central Components	_____	_____	_____
Section III. Labor Rates	_____	_____	_____
Section IV. Electric Space Heater	_____	_____	_____

_____ (signature)

VENDOR CERTIFICATION

I hereby certify that prices quoted above shall be the delivered price at any work site within Webb County and shall include all packaging, handling, shipping and delivery charges. I understand that the Webb County Community Action Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period. I further certify that the quoted materials meet the specifications contained in this quotation document and have provided, with this RFP, proof of same.

Signature of Authorized Agent_____Date_____

Printed Name: _____

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

1. GENERAL REQUIREMENTS

A. Delivery: Delivery of all products/services specified in this RFP sheet shall be made to the address shown on each individual CEAP Service Delivery Request. Such address shall be the home occupied by an eligible CEAP program participant residing anywhere within Webb County, Texas.

B. Response Time: Delivery of all products/service specified in this RFP sheet shall be made within 48 hours of receipt of notification or 18 hour in life threatening situations as deemed by the Webb County Community Action Agency Administrator. Exceptions to this requirement shall be allowed only in the event an eligible program participant is unavailable for service delivery scheduling (which instances must be documented and provided to the Webb County Community Action Agency designated CEAP program staff).

NOTE: In a crisis situation, delivery of an appliance must be made within a 48-hour period from time of notification or in a life-threatening situation in 18 hours.

C. Payment for Products/Services: There shall be no advance payment for products delivered and/or service provided for the successful Proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall be made contingent on a final agency inspection of the work performed and shall normally be made 30 to 60 days from date of said inspection and agency approval (of product installation/service delivery).

D. Code Compliance: <u>All installations, repairs, disposals and any other service provided pursuant to this procurement must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive</u>. Proposer shall be responsible for obtaining any required permit and payment of any required payment fee, as applicable.

E. Guaranties: All installations, repairs, and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date. Compressors for Window AC units and/or Central AC systems shall be warranted for a minimum period of three years.

The successful Proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. non- functioning heaters in winter or nonfunctioning AC's in summer and elderly or infirm clients residing in the household), the successful Proposer shall be required to provide warranty work within 24 hours of notification.

2. TECHNICAL SPECIFICATIONS

A. Product information. Proposers shall submit with this RFP technical specifications for each of the product groups (i.e. Window AC Units, HVAC and electric space heaters) included in this specification, Proposer's submission must include unit warranty information, a 1-800 service number for the use of clients, contractor number and/or agency staff and that the proposed product meets minimum EER/COP requirements.

B. Product Installation. All equipment shall be installed as recommended by the manufacturer to meet the intent of the application. Window AC units must be braced with metal bracing, bolted (with one way bolts) to the dwelling or installed as per manufactured instructions. AC installation and/or service are to include testing of system to ensure proper performance.

C. HVAC repair. HVAC repair, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The repair of existing HVAC must be documented and submitted for agency review and/or approval.

MINIMUM VENDOR QUALIFICATIONS

Proposer's Name: _____Authorized Agent: _____

Address: _____Phone: ( ) _____

Type of Entity
(Check One): [ ] Proprietorship [ ] Partnership [ ] Corporation [ ]Non- Profit

I. FINANCIAL RESOURCES, TRADE REFERENCES & INTEGRITY.

A. Please provide a notarized documentation indicating your firm's maximum line of credit. (5 Points).

B. List four (4) trade references from who you (or your firm) have purchased HVAC and/or construction materials within the last 12 months. Please do not list relatives or personal friends. Additional references may be listed at the Proposer's option (to ensure that no less than 4 references may be contacted). Each reference will be asked the following questions; (3 Points per Reference, 12 points total) Non responsive references will result in point reductions. (3 attempts per reference, for 3 consecutive days during normal business hours of 8 am-5 pm.)

- Has this firm (or individual) been timely in meeting their financial obligations to you/your Company?
- Would you characterize this firm (or individual) as honest, fair, and responsible?
- Have you or would you extend credit to this firm (or individual) and if so, in what amount and under what terms?

Reference 1._____(3 pts)

Name _____Address_____Phone/Fax_____

Reference 2._____(3pts)

Name_____Address_____Phone/Fax_____

Reference 3._____(3pts)

Name_____Address_____Phone/Fax_____

Reference 4._____(3pts)

Name_____Address_____Phone/Fax_____

II. TECHNICAL KNOWLEDGE AND EXPERIENCE

A. Provide proof (e.g. and Assumed Name Certificate on file in county or an adjoining county or a Texas Certificate of Incorporation) that your business has been in existence no less than one year. (3 Points)

B. Proposer's Experience (5 Points)

List five HVAC and/or construction jobs in the last two years.(1pt each)

1._____
Name/Company Address Date

Description of work _____

2._____
Name/Company Address Date

Description of work _____

3._____
Name Address Date

Description of work _____

4._____
Name Address Date

Description of work _____

5._____
Name Address Date

Description of work _____

C. . Number of years of HVAC experience _____(3pts)

D. Proposer's Technical Resources (10 Points)

1) List the name(s) of person(s) who will be supervising the work performed. Please attach a brief copy of their resume.(5 pts)
2) List and attach a brief resume for each individual showing their relevant technical knowledge and expertise that will be working on program. (5pts

3. What are 3 possible sources of carbon monoxide in the typical low-income home?

4. Why do space heaters have ODS systems?

PROPOSER'S CERFICATION: I hereby certify that the information contained herein is a true and correct representation of my/my firm's qualifications to undertake the activities specified in the procurement.

Authorized Agent's Signature_____Date_____

E. Please respond to the following questions regarding your/your firm's preparedness to undertake activities pursuant to this solicitation. (8 Points)

_____My firm [ ] has [ ] has not operated a Freon Reclaim unit.

_____My firm [ ] has [ ] has not operated a Carbon Monoxide Detector.

_____My firm [ ] has [ ] has not a Federal, State, or Local Government contract canceled for lack of performance.

_____My firm [ ] has [ ] has not the knowledge to perform testing with a Duct Blaster.

_____My firm [ ] has [ ] has not in the past two years, installed window air conditioners.

_____My firm [ ] has [ ] has not the resources to speak with Spanish speaking CEAP clients.

_____My firm [ ] has [ ] has not filed bankruptcy in the past two years.

_____My firm [ ] has [ ] has not the capability to meet all program requirement of this RFP.

III. LEGAL AND OTHER PROPOSER REQUIREMENTS

A. Insurance

Please provide a copy of your firm's comprehensive and automobile liability insurance or insurance carrier's letter of certification (or provide a notarized statement attesting to the ability to obtain the required insurance). Subscribers to the Texas Worker's Compensation system must provide proof of coverage. Non-subscribers must provide documentation of worker protection substantially equivalent to Worker's Compensation Insurance. All insurance requirements listed below must be met prior to contract award.

1. Automobile Liability

Bodily Injury (Each person)	$250,000
Bodily Injury (Each accident)	$500,000
Property Damage (Each Occurrence)	$100,000

2. General Liability (including Contractual Liability)

Bodily Injury	$500,000
Property Damage	$100,000

3. Excess Liability is Not Required. Please list The amount of any umbrella coverage which Your firm carries. $_____

4. Worker's Compensation

B. Please provide a notarized statement attesting that your firm is not listed on any federal, state, local (i.e. GSA/HUD/GAO/TDHCA) list of debarred, suspended, and/or ineligible contractors and grantees.

C. Please provide a notarized attesting that your firm complies with the Fair Labor Standards Act and that your firm meets all equal employment and affirmative action non-discrimination regulations.

D. Provide copy of license or certification to work on HVAC systems. And, any other services such as plumbing.

E. REQUIRED RFP SUBMISSIONS

1. Signed copy of CEAP HEATING/COOLING RFP SHEET (3 pages)

Score
Sheet

CEAP 2016

Proposer's Name: _____Authorized Agent: _____

I. FINANCIAL RESOURCES, TRADE REFERENCES & INTEGRITY.

A. (____Points) 5

B. (_____points) 3 per reference), 12

Reference 1._____

Reference 2._____

Reference 3._____

Reference 4._____

II. TECHNICAL KNOWLEDGE AND EXPERIENCE

A. (_____Points) 3

B. (_____Points)5

Reference 1._____

Reference 2._____

Reference 3._____

Reference 4._____

Reference 5._____

C. (_____Points) 3

D. Proposer's Technical Resources (__Points) 10

1) (_____points)

2) (_____points)

E. (_____Points) 8

F. (_____Points)

III. REQUIRED RFP SUBMISSIONS

A. Yes or No

B. Yes or No

C. Yes or No

D. Yes or No

Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in bid prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery:
Delivery to be made within 24 hours from request

Contract:
This contract will be awarded to the lowest, responsible bidders. The county reserves the right to award the contract to the bidders with the lowest price and/or overall Best Value. The county may award contracts to various bidders depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of Bid:
Bidder must bid on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower that quantities specified. If bidder is unable to bid on a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:
Funds are not presently available for performance under this contract beyond September 30, 2016. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2016 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

Payment of Bills:
It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

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 bid/proposal.

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:
All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Estimated Quantities:
The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

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

Pricing: Pricing provided in the bid by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

Other Fees, Charges, Surcharges: Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees: If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

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.

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 at 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.

Furnished Forms: All bids should be submitted on furnished forms. Bids submitted on forms other than those provided by Webb County will not be considered.

Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the BID/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytx.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the BID/RFP/RFQ, and will be answered, and posted on the Webb County website.

Liability Insurance: A copy of your liability insurance must be included with your package.

Bidder Information:

Name of Company: _____

Address: _____

_____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Bid:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

Bidder to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

_____

_____
(Date)

IMPORTANT

Bidder must complete this bid document in its entirety in order for it to be valid

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ 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

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

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. 1491, 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

Adopted 06/29/2007

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 form 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

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 sub-awards at all tiers (including subcontracts, sub-grants, 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.**

Name of Authorized Representative	**Title**

_____ _____
Signature – Authorized Representative Date