



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, January 20, 2020**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2020-24 REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR

A pre-bid conference will be held between 2:00-5:00 p.m., Tuesday, January 14, 2020, at the Edinburg City Hall Community Room. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding specifications, please contact Ms. Veronica Guerrero, Housing Coordinator at (956) 388-8206.

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg,
Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via

INSTRUCTIONS TO BIDDERS (Continued):

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

INSTRUCTIONS TO BIDDERS (Continued):

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

INSTRUCTIONS TO BIDDERS (Continued):

City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR**

BID NO. 2020-24

BID OPENING DATE: January 20, 2020 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR.**

You are invited to submit a sealed bid for the purchase and REHABILITATION OF ONE (1) RESIDENCE – 210 RIC MAR as requested by the City of Edinburg, C.D.B.G. Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

SEE ATTACHED SPECIFICATIONS

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

- * Are any of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board that will participate in the City's CDBG selection process?
 - a City Official?

- * Are any immediate family members or business associates of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board will participate in the City's CDBG selection process?
 - a City Official?

- * Will any of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)? Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)?

- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises CDBG-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my program?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City in which CDBG funding will be utilized, will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

- * HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself **before** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date:

Printed Name and Title:

Company/Vendor Name:

Authorized Signatory:



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- I have no conflict of interest to disclose
I have the following conflict of interest to disclose:

Three horizontal lines for disclosing conflict of interest.

Date:

Horizontal line for date.

Company/Vendor Name:

Horizontal line for company/vendor name.

Printed Name and Title:

Horizontal line for printed name and title.

Authorized Signatory:

Horizontal line for authorized signatory.

WORK WRITE-UP

Homeowner(s): Marina Ramirez

Property Address: 210 Ric Mar, Edinburg, Texas 78539

Legal Description: A 0.487 more or less tract of land out of 20.0 acre tract out of lot 8, Block 4, Lot 1, Block 5, and Lot 15, Puerta Del Sol Subdivision, Hidalgo County, Texas, as per map recorded in Volume 19, Page 94 Map Records, Hidalgo County, Texas.

Telephone No: (956) 783-9721

1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.
2. Work specifically described or shown will not be considered for value.
3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
4. Include signatures required at the end of this form.
5. The construction shall be completed with the related drawings and specifications, as amended during processing.
6. All demolition and construction debris must be disposed of at the City of Edinburg Landfill.

The Contractor is responsible for review of this work write up and field verification to determine that a complete and functioning project is delivered to the Homeowner(s). Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the Contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty?

The Contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding and tools for doing the whole work in the best possible and most rapid manner and to its entire, proper and substantial completion. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities. The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed.

The Contractor shall from time to time, remove all rubbish and waste materials and keep the premises as clean as possible during the progress of the work, and at the completion of work. The Contractor shall deliver the home in a broom clean condition and free of construction debris.

The City of Edinburg and Contractor may erect a construction sign just before any construction begins on the premises.

Homeowner



PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same example; Code Enforcement, Utilities, Public Woks, Engineering, City Land Fill etc.... Contractor will certify completion of project by submitting a certificate of occupancy from City of Edinburg Code Enforcement at final inspection to Community Development staff.

GUARANTEE AND WORKMANSHIP OF LABOR

All labor is to be done in a skilled and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied or installed strictly according to the manufacturer's specifications. Any work determined not to be satisfactory will be the sole responsibility of the Contractor to correct at their cost.

GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the Contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject all bids.

SCOPE OF WORK

To rehabilitate the existing home according to the accompanying work write-up.

ATTIC INSULATION

Blow-in R- 30 fiberglass loose fill attic insulation to entire house ceiling approximately 2300 square feet. Block off all soffit vents, exhausts and heat vent pipes and around the attic access opening with R-30 fiberglass batts or other appropriate materials to keep the Blow-in insulation material from coming down the openings. Install foam weather strip on the trim and insulate cover with R-30 x 23" fiberglass batts, secured to cover with caulk or adhesive to make sure cover seals properly.

Material Cost: \$ _____

Labor Cost: \$ _____

Homeowner Marina E. Ramirez

KITCHEN REPAIRS

Remove wet spot sheetrock in the kitchen ceiling, approximately (2) sheets, 5' x 5'
Install new sheetrock in the kitchen ceiling approximately (2) sheets, 5'x 5' (sheetrock to be American made)
Tape, float and primer all new or repaired sheetrock will be painted to match as close as possible to existing paint.

Interior Painting:

Material specifications:

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats).

Apply caulking on all new repairs; seams, gaps and putty on all nails, staple marks and around brick.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to only new exterior wood surfaces with brush and roller, if sprayed four (4) coats).

Caulk minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Color to match existing paint all painted surfaces.

USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED

* Note: All exterior primer and paint will be a minimum of (refer to specifications) or better:

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) one (1) coat with brush and roller, if sprayed two (2) coats.
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) two (2) coats with brush and roller, if sprayed four (4) coats.
- c. If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.
- d. Follow manufacturer's surface preparation prior to applying finish.
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Remove light fixture in kitchen

Install new light fixture in kitchen ceiling

Material Cost: \$ _____

Labor Cost: \$ _____


DINING ROOM REPAIRS

Remove two wet spot sheetrock in dining room ceiling, approximately (8) sheets, 5' x 5' and 5' x 10'

Install new sheetrock in dining room ceiling in two locations, approximately, (8) sheets, 5' x 5' and 5' x 10' (sheetrock to be American made)

Tape, float and primer all new or repaired sheetrock will be painted to match as close as possible to existing paint.

Homeowner



DINING ROOM REPAIRS CONTINUED

Interior Painting:

Material specifications:

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats).

Apply caulking on all new repairs; seams, gaps and putty on all nails, staple marks and around brick.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to only new exterior wood surfaces with brush and roller, if sprayed four (4) coats).

Caulk minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Color to match existing paint all painted surfaces.

USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED

* Note: All exterior primer and paint will be a minimum of (refer to specifications) or better:

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) one (1) coat with brush and roller, if sprayed two (2) coats.
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) two (2) coats with brush and roller, if sprayed four (4) coats.
- c. If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.
- d. Follow manufacturer's surface preparation prior to applying finish.
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Material Cost: \$ _____

Labor Cost: \$ _____

BEDROOM LIGHT FIXTURES

Remove existing light fixture in bedrooms 1 & 2

Install new light fixtures in bedrooms 1 & 2

Material Cost: \$ _____

Labor Cost: \$ _____

BATHROOM REPAIRS

Remove vanity supply line, vanity shut off valve, vanity drain line kit in bathroom # 1 sink

Install new vanity supply line, vanity shut off valve, vanity drain line kit in bathroom # 1 sink

Material Cost: \$ _____

Labor Cost: \$ _____

Homeowner



ROOF REPAIR SHINGLES AND VENTS

Remove old roof shingles, felt and vents
Install new roof shingles, roofing felt, style D drip edge and vents
Removal of old plywood approximately (6) sheets in kitchen/dining room wet spot areas
Install approximately (6) sheets of plywood in kitchen/dining room area
Bracing as per city codes and ordinances
Install 2300 sq. ft. new roof shingles for whole house (30 Years) owner to select color.
Install six (6) roof vents and install 48 in. ft. of ridge vent, end plugs and connectors.
Secure ridge vents with appropriate fasteners all fasteners to be galvanized.
Paint fascia if it was disturbed to match existing color

Exterior Painting:

Material specifications:

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats).

Apply caulking on all new repairs; seams, gaps and putty on all nails, staple marks and around brick.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to only new exterior wood surfaces with brush and roller, if sprayed four (4) coats).

Caulk minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Color to match existing paint all painted surfaces.

USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED

* Note: All exterior primer and paint will be a minimum of (refer to specifications) or better:

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) one (1) coat with brush and roller, if sprayed two (2) coats.
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) two (2) coats with brush and roller, if sprayed four (4) coats.
- c. If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.
- d. Follow manufacturer's surface preparation prior to applying finish.
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Material Cost: \$ _____

Labor Cost: \$ _____

Homeowner Marino Ramirez

DEBRIS REMOVAL

All work to include disposal of all construction debris, in a certified land fill. No materials will be salvaged (for example doors, tub, fixtures, etc.....). The contractor is responsible for any and all damages caused to existing property structures by subcontractors or other project related delivery trucks and or workers. The Contractor is responsible for the reinstallation of any type of existing fence, rehang existing gate and posts temporarily removed to gain access to the property. The Contractor will on a daily basis will remove or confine all debris and construction materials, as to keep the premises clean and safe. As a rehab project all repairs are an on going progress until completion of repairs and are to remain inhabited.

Labor Cost: \$ _____

CHANGE ORDERS

Any change order request must be approved by the City of Edinburg, Community Development Director in writing, before any change order work can be commenced or omitted. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

TOTAL REHABILITATION CONTRACT PRICE TO INCLUDE

Contract grand total price: To include rehabilitation repairs of existing house as per the work write up. Lot shall be raked clean and free of any construction debris. *Note: As per work write up all labor for demolition is already specified to specific areas (roof, plumbing, fascia, vanity, interior repairs, etc.....).

Total Material Cost: \$ _____

Total Labor Cost: \$ _____

Overhead & Profit: \$ _____

Grand Total Bid: \$ _____

Homeowner Marcia E. Ramirez

WORK WRITE-UP APPROVAL

I/We, Marina Ramirez, do with this verify that on this 22nd, day of November, 2019, the preceding work write-up was explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested from now on unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verified that only then have I/We gone to approve this work write-up. I/We now verify that I have received a final signed copy of this work write-up for my records.

HOMEOWNER(S):

Marina Ramirez

11-22-19
Date

Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Veronica Guerrero
Veronica Guerrero, Housing Coordinator

11-22-19
Date

APPROVED:

Marissa Garza
Marissa Garza
Director of Community Development/GM

12-17-19
Date

CONTRACTOR:

Date

**CITY OF EDINBURG
 BID FORM FOR
 REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR**

BID NO. 2020-24

BID OPENING DATE: January 20, 2020 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	
Specify	
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	<p>210 RIC MAR</p> <p>LEGAL DESCRIPTION: LOT 15, PUERTA DEL SOL SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 19, PAGE 94, MAP RECORDS, HIDALGO COUNTY, TEXAS.</p> <p>NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.</p> <p>NOTE 2: WALK THROUGH IS REQUIRED BEFORE BID OPENING AND IS SCHEDULED ON JANUARY 09, 2020 AT 2:30 P.M. AT 210 RIC MAR, EDINBURG, TEXAS 78539.</p>	\$ _____

**BID FORM FOR PURCHASE OF REHABILITATION OF ONE (1) RESIDENCE - 210 RIC MAR
(Continued):**

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2020.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____