

Invitation to Bid (ITB)
ITB 2026-008

“Paseo De Los Santos Acceleration and Deceleration Lane Project”

Due: July 9, 2026 at/or before 4 pm (CT)

Webb County, Texas is soliciting sealed bids from qualified contractors for the construction of roadway improvements intended to enhance vehicular safety, improve traffic flow, and provide safer ingress and egress to the Webb County Public Health Facility. The project is located at Paseo De Los Santos and U.S. Highway 83 in Webb County, Texas and consists of the construction of acceleration and deceleration lanes along U.S. Highway 83 adjacent to the Public Health Facility access point. The Contractor shall provide all labor, materials, equipment, tools, traffic control, supervision, and incidentals necessary to complete the scope of work in accordance with Webb County specifications and applicable state, local and federal standards. This document outlines the requirements for bid submittal, selection process, and documentation necessary to submit a formal competitive Bid for this public works project. **This solicitation will comply with the Texas Government Code; Subchapter C. (Competitive Bidding Method).**

The accompanying ITB with its terms, conditions, attachments and all other forms in this ITB package are due by or before 4 p.m. (Central Time) on, July 9, 2026. ITB received after the due date and time will not be accepted. All ITB meeting the required deadline will be read publicly at the following location in accordance with Federal and State Procurement rules:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This ITB solicitation can be viewed at the following online address. Interested Bidders/individuals may submit their formal bid response by registering on Webb County’s e-Bid site and uploading their file to our “Response Attachments” tab. All new supplier registrations must be completed one workday prior to official due date of submittal. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountyebid.ionwave.net/Login.aspx>



WEBB COUNTY reserves the right to reject any and all ITB, to waive informalities in the ITB process, or to terminate the ITB process at any time, if deemed in the best interest for WEBB COUNTY. In addition, WEBB COUNTY shall not, under any circumstances, be bound by or be liable for any obligations with respect to this public solicitation until such time (if at all) a construction contract been awarded and all approvals obtained in form and substance satisfactory to the WEBB COUNTY have been executed and authorized by the WEBB COUNTY Commissioners Court, and then only to the extent of such fully executed agreements.

THIS FORM MUST BE INCLUDED WITH ITB PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH ITB PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL / CONFIRMATION OF EACH REQUIRED ITEM.

**INVITATION TO BID (ITB)
ITB 2026-008**

“Paseo De Los Santos Acceleration and Deceleration Lane Project”

- ☐ Form A – Bid Bond
- ☐ Form B – Reference Disclosure From
- ☐ Form C – Certification of No Delinquent Taxes Owed to Webb County
- ☐ Form D – Felony Conviction Notification
- ☐ Form E – Certificate Regarding Boycott of Israel
- ☐ Form F – Conflict of Interest Form (CIQ)
- ☐ Form G – Texas Senate Bill 252 Certification
- ☐ Form H – Bid Price Sheet
- ☐ Form I – Purchasing Code of Ethics Affidavit

Signature of Authorized Representative of BIDDER

Date

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Section 1. Introductions to Bidders

This ITB solicitation is a public invitation to all parties interested in submitting a formal Bid for the scope of services stipulated herein. The word "Bidder" "Bidder" and "Respondent" may be interchanged throughout the document, but have the same meaning as it pertains to this ITB; *An individual, Bidder, corporation or other entity supplying information/responding to a public solicitation.*

The following items are provided as general information and instructions as required by Webb County.

1.1 Bidder's Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements of this ITB. Be sure you have a clear understanding of the ITB.

No oral interpretations will be made to any bidder. Each request for clarification shall be requested during the pre-bid meeting and/or questions may be submitted online via our e-procurement portal by deadlines stipulated under Section 1.41 ITB Schedule of Events -Questions/Answers. Clarifications and/or answers to questions submitted will be posted either by official addendum and/or in response to the Q&A deadlines on our e-procurement portal as per our ITB Schedule. It is, however, the bidder's responsibility to make inquiry as to any addenda issued and/or answers posted in the e-procurement portal. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

1.2 Governing Law

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Webb County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and General Counsel for Webb County concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the ITB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the ITB, Bidder shall immediately notify the Webb County Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the ITB without divulging the source of the request for the same. If the Bidder fails to notify the Webb County Purchasing Agent prior to the date and time fixed for submission of Bid, an error or ambiguity in the ITB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the ITB, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the ITB. All addenda will be numbered consecutively, beginning with number one (1).

1.4 Notification of Most Current Address

Bidders in receipt of this ITB shall notify Mr. Juan Guerrero, Contract Administrator, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals. All electronic submittals can be retracted and resubmitted for same purpose prior to deadline. For instructions or additional information Mr. Guerrero can be reached at (956) 523-4149 or via email at jguerrero@webbcountytx.gov

1.5 BID Preparation Cost

Respondents submitting BID do so entirely at their expense. There is no express or implied obligation by the Webb County to reimburse a Bidder for any costs incurred in preparing or submitting a Bid proposal, providing additional information when requested by the Scoring Committee or Commissioners Court, participating in any selection interviews, site visits, or participating in this procurement, when applicable.

1.6 Signature of Respondent

A transmittal letter, which shall be considered an integral part of the Bid proposal, shall be signed by an individual who is authorized to bind the Bidder contractually. If the Bidder is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. If applicable to Bid package.

If the Bidder is a partnership, the true name of the Bidder shall be provided with the signature of the partner or partners authorized to sign. If the Bidder is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted prior to the deadline of ITB.

1.7 Economy of Presentation

BID shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the ITB. Such exhibits shall be clearly marked with the applicable reference number of the question in the ITB. Bids must address the technical requirements as specified in the ITB. All questions posed by the ITB must be answered concisely and clearly. BIDs that do not address each criterion may be rejected and not considered.

1.8 Bidder Obligation

The contents of the response to ITB and any clarification thereof submitted by the selected Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Davis Bacon Act – Prevailing Wage Requirements

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions. Bidders must comply with the Davis Bacon Act – Prevailing wage requirement and as further explained under Section 2.0 – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards - (D) Davis Bacon Act – See Attachment General Decision #TX20230273: Minimum Wage Rate Requirements. *****NOT REQUIRED FOR THIS BID*****

1.10 Governing Terms

In the event of any conflict of interpretation of any part of this overall document, Webb County's interpretation shall govern. To include any Addendum(s) published.

1.11 Implied Requirements

Products and services not specifically mentioned in the ITB, but which are necessary to provide the functional capabilities described by the Bidder, shall be included in the PROPOSAL, if applicable.

1.12 Compliance with ITB Specifications

It is intended that this ITB describe the requirements and the response format in sufficient detail to secure comparable BID PROPOSAL. Failure to comply with all provisions of the ITB may result in disqualification.

1.13 Intentionally Left Blank

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Webb County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a. a sponsored research contract of an institution of higher education
- b. an interagency contract of a state agency or an institution of higher education
- c. a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and or any qualified Bidder is eligible for the contract
- d. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- e. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- f. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Civil Legal Department will submit a request to the awarded Bidder to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Bidder), to the Civil Legal Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Acceptance of Sealed Hard Copy BID

Webb County will accept hard copy Bid Proposals, Bidders must provide one original copy in a sealed envelope. Sealed envelope must contain the name and number of ITB on the top right corner of envelope and be delivered sealed to the following address prior to deadline (See ITB Schedule – Section 1.41)

Webb County Purchasing Agent's Office
1110 Washington Street, Suite 101
Laredo, Texas 78045
Attn: Juan Guerrero, Contract Administrator

BIDs received after the published deadline to submit will not be accepted and will be returned to Bidder unopened. **Webb County encourages all interested parties to register on our e-bid portal <https://webbcountyebid.ionwave.net/Login.aspx> Click on “Supplier Registration” and submit your BID online.** For assistance on supplier registration please contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at jguerrero@webbcountytexas.gov

1.16 Evaluation

Webb County reserves the right to use all pertinent information (also learned from sources other than disclosed in the ITB process) that might affect the County’s judgment as to the appropriateness of an award to the best evaluated Bidder. This information may be appended to the BID evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s Bid proposal, may also be noted and made part of the evaluation file. Webb County shall have sole responsibility for determining a reliable source. If applicable.

1.17 Withdrawal of Bid

For hard copy submittals, the Bidder may withdraw its BID by submitting a written request over the signature of an authorized individual to the Purchasing Agent any time prior to the submission deadline. The Bidder may thereafter submit a new hard bid prior to the deadline in accordance with **Section 1.15 (Acceptance of Sealed Hard Copy Bid)**.

If Bidder submitted BID electronically (<https://webbcountyebid.ionwave.net/Login.aspx>) Bidder may retract and resubmit BID prior to deadline without notification to the Purchasing Agent. **Modification or withdrawal of the Bid in any manner, oral or written, will not be considered if submitted after the deadline.**

1.18 Small Business Enterprises, Minority Business Enterprises & Women’s Business Enterprises

Webb County encourages all Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women’s Business Enterprises (WBEs) to participate in this solicitation. Webb County will email the corresponding information to further promote participation of all SBEs, MBEs, and WBEs to the following email address MWBE@texasagriculture.gov

1.19 Award

Webb County may contract for the construction, alteration, rehabilitation, or repair of a facility only after the entity advertises for bids for the contract in a manner prescribed by law, receives competitive bids, and awards the ITB to the lowest responsible bidder by official action taken by the Webb County Commissioners Court.

1.20 Ownership of Bid

All BIDs become the property of Webb County and will not be returned to Respondents.

1.21 Disqualification of Bidder

Upon submission of Bid proposals, a Bidder offering to sell supplies, materials, services, or equipment to Webb County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all BID may be rejected if the County believes that collusion exists among the Bidders/Respondents.

1.22 Contractual Development

The contents of the ITB and the selected BID will become an integral part of the contract, but may be modified by provisions of the contract as negotiated and in accordance with any and all applicable Local, State, and Federal regulations/provisions. Therefore, the Bidder must be amenable to inclusion in a contract of any information provided (in writing) either in response to this ITB or subsequently during the selection and negotiation process, if any.

1.23 Intentionally Left Blank

1.24 Contract Obligation

Webb County Commissioners' Court must award the contract, and the County Judge or other County Official authorized by Webb County Commissioners Court must sign the contract before it becomes binding on Webb County or the Bidder. **Elected Officials and Department heads are not authorized to sign contracts/agreements for Webb County for the exception of General Counsel with final approval and signature by the Webb County Judge.** Binding agreements shall remain in effect until all products and/or services covered by an executed agreement/contract have been satisfactorily delivered and accepted by Webb County.

1.25 Termination

Webb County reserves the right to terminate the agreement/contract for default if the awarded Bidder breached any of the terms stipulated on final executed agreement / contract between awarded Bidder and County, including warranties of Bidder, or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Webb County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Webb County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause in accordance with final contract/agreement termination provisions with a written notice to either party unless otherwise specified.

1.26 Inspections

Webb County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a BID cannot furnish a sample of a proposed item for review, or fails to satisfactorily show an ability to perform, the County can reject the Bidder as inadequate.

1.27 Testing

Webb County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection, if applicable.

1.28 Intentionally Left Blank

1.29 Taxes

The Bidder and its sub-Bidders, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by Local, State or Federal law.

1.30 Non-Discrimination

The successful Bidder will be required to comply with the Americans with Disabilities Act and with all provisions of federal, state, county and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Intentionally Left Blank

1.32 Intentionally Left Blank

1.33 Acknowledgment of Insurance Requirements

By signing its PROPOSAL, Bidder acknowledges that it has read and understands the insurance requirements for this Bid as stipulated under Section 1.34 (Insurance). Bidder also understands that evidence of required insurance must be submitted within five (5) working days following notification of award of its Bid offer; otherwise, Webb County may rescind its acceptance of the Bidder's PROPOSAL. Proof of required minimum insurance will need to be submitted directly to the Webb County Civil Legal Department.

1.34 Insurance

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the Webb County; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers compensation and liability insurance.

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Umbrella Liability at minimum limits of each-occurrence/ aggregate with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation, Builders Risk, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Webb County will receive at least thirty- (30) but preferably sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractors may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County, but at a minimum A-:VIII in the latest *A. M. Best* publication.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.
3. A copy of all required endorsements are to be provided along with the certificate(s) of insurance.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

1.35 Bid Bond Requirement

Bidders must submit with their bid proposal a bid security for five (5%) percent of total bid amount and must be executed with a surety company authorized to do business in the State of Texas. Bid security is required in accordance with the Texas Local Government Code; Section 262.032 (Bid or Performance Bond; Payment under Contract). All Bids formally received by the Purchasing Agent in accordance with the schedule attached herein are irrevocable and cannot be withdrawn for ninety (90) calendar days following the date scheduled for the opening of the Bid(s).

1.36 Performance and Payment Bond Requirement

*****PLEASE BE ADVISED THAT THIS PROJECT MAY REQUIRE BOTH A PAYMENT AND/OR A PERFORMANCE BOND FROM THE CONTRACTOR***** A Performance Bond is required for construction contracts exceeding \$100,000.00 and a Payment Bond is required if a construction contract is in excess of \$25,000 in statutory compliance with applicable provisions of the Texas Government Code; Chapter 2253, Sub-Chapter B General Requirements) and/or in compliance with the Texas Local Government Code; Section 262.032 (Bid or Performance Bond; Payment under Contract). The awarded Contractor shall supply the required Performance/Payment bonds to the Webb County Civil Legal Department within Seven (7) days of execution of the Construction Contract or not later than two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance and which both parties have mutually agreed to as an "Express Condition Precedent" to Webb County's contractual terms and conditions. Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-: VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.

****THE NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND/OR PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". IF THE CONTRACTOR FAILS TO PROVIDE SAID BONDS OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS****

1.37 Special Accommodations

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at 956) 523-4149 or email at juguerrero@webbcountytexas.gov

1.38 Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation **must sign and notarize the affidavit form included as part of this solicitation package** and upload with your electronic submission or included with your hard copy sealed submission. Failure to submit form will disqualify your bid package from being considered.

The Ethics Policy can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form.

<http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. **Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.**

1.39 Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline.

The Webb County Purchasing Agent reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Webb County Purchasing Department's office by the exact time specified in the ITB and urgent County requirements preclude amendment to the ITB, the time specified for receipt of Bidwill be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.40 Questions

Questions may be submitted by Respondents by signing in to our e-bid portal and using the "Questions" tab for submission by published deadline. All questions requiring an official response will be posted on e-bids for all interested parties to read in accordance with deadlines published under Section 1.41 (ITB Schedule of Events).

1.41 ITB Schedule of Events

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	June 23 rd , June 30 th	County Purchasing
Posted ITB on Website	n/a	June 18 th - Until awarded	County Purchasing
Pre-Bid Meeting	10 am	June 26 th	Project Location
Questions Due to County	No later than 5pm	June 26 th	Respondent
Posting of Answers	No later than 5pm	June 29 th	County Purchasing
Sealed Bids Due	4 pm (CT)	July 9 th	Respondent
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract Doc	TBD	TBD	Governing Body

Footnote: County reserves the right to adjust time and dates on above projected schedule if it is in the best interest for Webb County. Addendum will be issued to inform the Public and all interested parties.

A Pre-Bid meeting will be held on June 26, 2026 at 10 am at the Webb County Purchasing Agent Office located at 1110 Washington St., Ste. 101 Laredo, TX.

1.42 Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the proposed scope of work. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other bid/contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it; due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site.

1.43 Alternate Bid Items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

1.44 Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the bid Documents, including the Drawings, if any.

b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the project name and project number if submitting a sealed hard copy bid **(See section 1.15 for further instructions). Where applicable.**

d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

e. If a bid proposal is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any by official Commissioners Court action. The construction contract will require the completion of the work in accordance with the contract documents.

1.45 Bid Modifications Prior to Bid Opening

Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by County prior to the closing time. **For further instructions, please refer to Section 1.17 (Withdrawal of Bid).**

1.46 Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

1.47 Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. County reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The County reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

1.48 Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

1.49 Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 USC § 1352., if applicable.

1.50 Statement of Bidder's Qualifications

Each bidder shall submit a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

1.51 Scope of Work

Webb County, Texas is soliciting sealed bids from qualified contractors for the construction of roadway improvements intended to enhance vehicular safety, improve traffic flow, and provide safer ingress and egress to the Webb County Public Health Facility. The project is located at Paseo De Los Santos and U.S. Highway 83 in Webb County, Texas and consists of the construction of acceleration and deceleration lanes along U.S. Highway 83 adjacent to the Public Health Facility access point.

The work generally includes the removal, widening, and reconstruction of approximately 1,500 linear feet of roadway shoulder, including the construction of acceleration and deceleration lanes totaling approximately 24,000 square feet (1,500 feet x 16 feet). The project is intended to improve traffic operations and reduce potential conflicts between through traffic and vehicles entering or exiting the facility.

Major work items include, but are not limited to:

- ✓ Mobilization and project administration;
- ✓ Traffic control, barricades, warning signs, and traffic handling;
- ✓ Removal of existing flexible base materials;
- ✓ Asphalt pavement milling and removal (2-inch depth);
- ✓ Placement and compaction of flexible base materials;
- ✓ Application of tack coat;
- ✓ Placement of Type "C" Hot-Mix Asphalt Concrete pavement;
- ✓ Pavement striping and traffic markings, including 4-inch white striping;

- ✓ Shoulder widening and related roadway improvements; and
- ✓ All labor, materials, equipment, incidentals, and appurtenances necessary to complete the project.

Contractors shall furnish all labor, supervision, materials, equipment, tools, transportation, traffic control devices, and incidentals required to complete the work in accordance with the plans, specifications, and contract documents.

Estimated project time is 45 calendar days.

1.52 Project Location

Paseo De Los Santos @ US 83

1.53 Conflict of Interest

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this ITB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or sub-Bidder, with the County or any other entity or person involved in any way in the project that is the subject of this ITB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or sub-Bidder, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in Bid disqualification.

Each Bidder must reveal any past or existing relationship between the Bidder, its principal, employees, or any affiliate or sub-Bidder, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest. By submitting a Bid in response to this ITB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement and more specifically to any member of the Webb County Governing Body. The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its BID a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

1.54 Confidential/Proprietary Information

If any material in the Bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of Bidder's Bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on Bidder letterhead identifying all Bid section(s) and page(s) that have been marked as confidential. Webb County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Bid submission subject to release under the Texas Public Information Act. By submitting a PROPOSAL, Bidder agrees to reproduction by Webb County, without cost or liability, of any copyrighted portions of Bidder's Bid submission or other information submitted by Bidder.