



RFP # PL-04-24-02

CONTRACT SPECIFICATIONS FOR
PARKING LOT RECONSTRUCTION

Due Date: MAY 3RD 2024
Time: 2:00 P.M.

**LEGAL NOTICE
AND
REQUEST FOR PROPOSAL
PARKING LOT RECONSTRUCTION
RFP# PL-04-24-02**

Sealed bids will be received by The LAGUNA MADRE WATER DISTRICT ("LMWD"), for **PARKING LOT RECONSTRUCTION, until 2:00 p.m., MAY 3, 2024** at the LMWD Main Office, 105 Port Rd. Port Isabel TX 78578

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on May 3, 2024 at 2:05 p.m. Bidders are invited to attend the bid opening at the LMWD Board Meeting Room

Bid packages with the Specifications may be obtained contacting the Purchasing Agent or at the following website <http://lmwd.org/bids-rfps-rfqs-rfi>

Two (2) sets of the bid documents shall be enclosed in a letter size sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: PARKING LOT RECONSTRUCTION RFP# PL-04-24-02. This envelope shall be addressed to Purchasing Agent; Laguna Madre Water District; 105 Port Rd, Port Isabel TX 78578.

The LMWD will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Laguna Madre Water District, General Manager Office by the given deadline above. **No bids will be accepted via facsimile or electronic submission.**

The LMWD specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the LMWD.

Enrique Samaniego
Purchasing Agent
(956) 943-2626 Ext 312
Email: esamaniego@lmwd.org

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

Acknowledgment Form

RFP# PL-04-24-02

For any clarifications, please contact Enrique Samaniego at Laguna Madre Water District, Purchasing Agent at (956) 943-2626 Ext.312 or e-mail: esamaniego@lmwd.org

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

Yes, I will be able to send a bid.

No, I will not be able to send a bid for the following reason:

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via email to esamaniego@lmwd.org**. This will ensure you remain active on our vendor list.

Date _____

Company Name: _____

Authorized Representative _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS **(Complete and return with bid)**

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ETHICS STATEMENT (Complete and return with bid)

The undersigned bidder, by signing and executing this bid, certifies and represents to the Laguna Madre Water District that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this bid; the bidder also certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid, the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Laguna Madre Water District concerning this bid on the basis of any consideration not authorized by law; the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Laguna Madre Water District in return for the person having exercised their person's official discretion, power or duty with respect to this bid; the bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Laguna Madre Water District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LAGUNA MADRE WATER DISTRICT, ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS BID.

I have read all of the specifications and general bid requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

ETHICS STATEMENT (Complete and return with bid)

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

Special Instructions

Contract Information

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

Enrique Samaniego
Purchasing Agent
(956) 943-2626 Ext 312
Email: esamaniego@lmwd.org

- **Tentative Time Line**

1. **May 3, 2024 at 2:00 p.m. - Vendor must submit Two (2) sets of bid documents sealed in an envelope to:**

Enrique Samaniego, Purchasing Agent
105 Port Rd, Port Isabel TX 78578
RFP# PL-24-04-02
May 3, 2024 - at 2:00 p.m.

The above noted information must be included on bid letter size envelope and on any carrier's envelope/package. Laguna Madre Water District will not be held responsible for missing, lost or late mail. Laguna Madre Water District, will not accept facsimile or electronic transmission of sealed bids.

2. May 3, 2024 - Open bids at 2:05 p.m.
3. May 24, 2024 - Provide Final Recommendations
4. May 24, 2024 - Send to Board of Directors for approval

- **Or Equal**

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices indicated shall govern. **Price shall remain in effect until the products have been received.**

Failure to submit any of the above information with the sealed bid will disqualify bid.

- **Determining Factors for Award**

1. Cost to perform the required services
2. Experience and past performance under similar scope of services
3. Contractor Capabilities and References
4. Reputation of the bidder
5. Safety record will be considered when determining the responsibility of the bidder

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, will be required of all vendors doing business with the Laguna Madre Water District. If a W9 not made available to Laguna Madre Water District, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9** Attached is sample form.

- **Taxes**

The Laguna Madre Water District is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is **determined that** tax was included in the bid it will not be included in the tabulation, any awards, or payments to the contractor. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

- **Failure to manually sign bid will disqualify it. Person signing bid should show title or authority to bind their firm to a contract EEOC Guidelines**

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged condition.

- **Contract and Purchase Order**

A contract for the parking lot reconstruction will be placed into effect by means of a purchase order issued by the Laguna Madre Water District after tabulation and final approval by the LMWD Board of Directors.

- **Laguna Madre Water District, Rights**

1. If only one or no bid is received by "submission date", the LMWD has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make award as they may appear to be advantageous to the Laguna Madre Water District
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (LMWD and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the LMWD for LMWD's convenience.
6. In bid, stipulate whether an increase or decrease in services will affect bid price.

- **Corrections**

Any interpretation, correction, or change to the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the Laguna Madre Water District, A/P & Procurement Agent. **Addenda will be emailed or faxed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Laguna Madre Water District prior to submitting a response to the invitation to bid to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to bid. Addenda may be posted on the LMWD website.

REQUIREMENT AND SPECIFICATIONS

Bid Number: PL-04-24-02
Item Being Bid: Parking lot reconstruction
Date RFP Due: May 3, 2024 @ 2:00 p.m.
Date RFP Opened: May 3, 2024 @ 2:05 p.m.

1.0 REQUIRED QUALIFICATIONS

The District is seeking a qualified, dependable, and competent asphalt paving and repairs contractor for parking lot reconstruction at the Laguna Madre Water District truck barn located at 105 Port Rd, Port Isabel, TX 78578. This Contractor must have trained inspectors, technical expertise and experience working with government contracting agencies specifically with regards to project management control.

2.0 REQUIRED INFORMATION

The responder will need to provide the following:

- A. A time schedule for the work to be performed
- B. The Company's W-9
- C. The bid items shall be delivered FOB at our address
- D. Bidders must submit three references of similar installations
- E. Provide a copy of the liability insurance

3.0 SCOPE OF WORK

The successful bidder shall provide labor, equipment, supplies, materials, tools and all associated work and services necessary or incidental for the parking lot reconstruction.

1. The successful bidder shall familiarize themselves with the site conditions prior to the bid.
2. The successful bidder shall follow all state, and local regulations/ requirements necessary to perform the task at hand.
3. No down payment or upfront monies will be given towards the contract.
4. 8" Reinforce Concrete (4000 psi), approx. 8662 SY
5. 6" Compacted Limestone Base (TxDOT 247, Ty"A"), approx. 8662 SY
6. 6" Subgrade Treated with 7% Slurry Lime (by Weight), approx. 8662 SY
7. Tensar Triax TX140 Geogrid, approx. 8662 SY
8. 6" Concrete Driveway (4000 psi), approx. 211 SY
9. Site Preparation

4.0 Detailed Specs

The contractor shall be responsible for the removal and disposal of existing pavement, base and construction material.

Paving shall not be placed during rainy or inclement weather or when the moisture on the surface would prevent satisfactory bonding.

The contractor will roll with consecutive passes to achieve even smooth finishes without roller marks. The finished surface shall be flush with existing adjacent grass lawn areas. Areas that fail to conform to this standard shall be repaired at no additional cost to the District.

The contractor shall clean the job area at the end of the project and dispose of all trash and debris.

Sub-Contractors. If the contractor intends to use subcontractors to perform any of the services requested hereunder, please provide the plan for doing so along with information relating to how the barricades, lights and watchmen. Where the work is carried on in or adjacent to any street, alley or public place, the contractor shall at his own cost and expense furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on into any work under construction. The contractor shall furnish watchmen in sufficient numbers to protect the work.

The contractor shall be held responsible for all damage to work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the engineer may order the damaged portion immediately removed and replaced by the contractor at his cost and expense.

Guaranty against defect work; the contractor shall indemnify the owner against any repairs which may become necessary to any part of the work performed under contract, arising from defective workmanship or materials used therein, for a period of two (2) years from date of final acceptance of the work.

ENGINEER'S ESTIMATE OF QUANTITIES - APPROXIMATE ONLY

BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	8" Reinforce Concrete (4000 psi)	8662	SY	_____	_____
2.	6" Compacted Limestone Base (TxDOT 247, Ty"A")	8662	SY	_____	_____
3.	6" Subgrade Treated with 7% Slurry Lime (by Weight)	8662	SY	_____	_____
4.	Tensar Triax TX140 Geogrid	8662	SY	_____	_____
5.	6" Concrete Driveway (4000 psi)	211	SY	_____	_____
6.	Site Preparation	1	LS	_____	_____
				GRAND TOTAL	_____

Addendum No. 1: Date: _____ Acknowledged by: _____

Addendum No. 2: Date: _____ Acknowledged by: _____

The District's payment terms are Net 30 days.

Representative Signature: _____

Representative Print Name: _____

The Purchase Order quantities are subject to LMWD's right to increase or decrease quantities as deemed necessary. Stipulate below, if an increase or decrease in quantity affects bid price:

(____) No, an increase or decrease in quantities will not affect bid price

(____) Yes, an increase or decrease in quantities will affect bid price

Respectfully submitted,

By: _____

Signature **(Failure to sign will disqualify bid)**

Print Name/Title

Company Name

Address

City, State, Zip Code

Phone Number

Fax Number

Email Address

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

GENERAL INSTRUCTIONS TO BIDDERS

Notice to Bidders

Sealed bids will be received until the time, at the location, and for the products/services specified on the attached Bid Invitation form and as further specified. These bids will be publicly opened at the Laguna Madre Water District office at 105 Port Road Port Isabel, TX, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the Board of Directors for award of contract. The District reserves the right to review all bids submitted for a period of ninety (90) days after the date of bid opening.

How to Submit a Proposal

All bids shall be submitted in ***sealed envelopes***, mailed or delivered to: Laguna Madre Water District, Attention: Purchasing Agent; 105 Port Road, Port Isabel, TX 78578, and plainly marked on the outside with ***bid number***: It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

Purpose of Bid

The Laguna Madre Water District intends to secure a source of supply for the product(s) and service(s) at the lowest price; satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the District. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Rejection of Bids

The District reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the District and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

Quantities

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the District as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid and the District reserves the right to increase or decrease quantities as required.

Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade, quality or other specification of material only. Since the District does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the District that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The District shall be the sole judge concerning the merits of bids submitted.

Trade Discounts and Price Variances

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail.

The District will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The District intends to evaluate any and all cooperative purchasing options available. When preparing your bid, please include alternates for cooperative purchasing programs offered by your firm or the manufacturer's that you represent that the District would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

Submissions

Bidders must submit two (2) copies of PROPOSAL-CONTRACT

A. Unless otherwise specified, bidders must use PROPOSAL-CONTRACT forms furnished by the District. Failure to do so may cause a bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.

B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in longhand, hi ink, by the principal authorized to make contracts. All quotations shall be typewritten or filled in with pen and ink.

Descriptive Data

Bidders must enclose with their bid forms two copies of data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

Identification of Bidder

State the full name and address of the organization and any local branches that will be used in the project. Indicate whether you operate as an individual, partnership or corporation. If a joint venture or sub-contractor relationship is contemplated, name the firms and principals involved and give all pertinent information about the organization, similar to the information you supply.

Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his/her right, title or interest in or to same, or any part thereof, without previous consent in writing from the District Administrator, endorsed on or attached to the Contract.

Service and Parts

Bidders must be prepared to submit evidence to the District, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

Guarantees/Warranties

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

Delivery and/or Completion

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the District for late performance, shall be the responsibility of the vendor.

Manuals, Instructions, Etc.

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished to the District.

Samples and/or Demonstrations

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the District unless otherwise stated in the Bid Documents. If samples should be requested, such samples are to be provided at the expense of the bidder and become the property of Laguna Madre Water District unless other agreement is accepted by the District.

Quality

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the District.

Default Provision

In case of default by the bidder or contractor, the Laguna Madre Water District may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

Compliance with Law

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the District from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

Liability Insurance

The successful bidder must carry Public Liability Insurance with limits of at least \$500,000 to \$1,000,000 to protect the Laguna Madre Water District. Said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the Laguna Madre Water District will not be liable in any way for any claim evolving from said work in carrying out the contract.

Delivery Provisions

Bid price is to be based upon the delivery terms of Free on Board to each of the Laguna Madre Water District facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the District.

Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the District Administrator prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the District Budget and Finance Director after time specified for bid opening will not be considered.

Taxes

The Laguna Madre Water District is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the District.

Hold Harmless Agreement

The successful bidder shall agree to save and hold harmless and defend the Laguna Madre Water District from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

Proposal Costs

All proposal costs are the responsibility of the bidder. Laguna Madre Water District will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

Further Information or Clarification

Before submitting a proposal, bidder should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidder should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the Laguna Madre Water District Finance Director no later than five (5) business days prior to the date of the receipt of bids. The Laguna Madre Water District Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the District nor the Finance Director will be responsible for any oral instructions.

Laguna Madre Water District reserves the right to request any additional information that it may deem necessary before or after the proposal has been received. Should you wish to request any additional information or clarification on this bid; you must do so in writing via email or other delivery method that shall be your sole responsibility prior to the opening of the bids. The District shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

Should the District deem it appropriate to respond to your request for additional information; both your request and the District's response will be provided to the other bidders.

Your request is to be submitted to:

Enrique Samaniego, Purchasing Agent

956-943-2626 Ext. 312/ esamaniego@lmwd.org

Laguna Madre Water District, 105 Port Road, Port Isabel, TX 78578