

Bid No:2009-309-08-17-YZV	Buyer: Yolanda Velasquez	Tel. No.: (956) 318-2626 x-4881
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REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT

"Purchase of One (1) New Mobile Communication Unit"

Bid Opening Date: August 17, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281, New Administration Building
Edinburg, Texas 78539

956/318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY HEALTH DEPARTMENT-"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**BID-2009-309-08-17-YZV-HIDALGO COUNTY HEALTH DEPARTMENT-"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**" and in County's Purchasing Department, 2802 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Monday, August 17, 2009** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may

purchase from the Secondary Vendor(s).

If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any

decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.
14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:
 - Materials and supplies must be shipped within 72 hours from arrival of purchase order.
 - Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
 - At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.

- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
- **Invoices must include:**
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official (signed delivery tickets)
 - c) Purchase Order Number
 - d) Notation-"**Hidalgo County Health Department Purchase of One New Mobile Communication Unit**"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery. The following documentation must be included:

- a) Certificate of Origin (signed Title, if used vehicle purchase)
- b) Application For Texas Certificate Of Title (Form 130-U)
- c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right

to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

Contact person for Billing and Payment questions:

Hidalgo County Health Department
1304 South 25th
Edinburg, Texas 78539
Attn: Josie Escalante
956-383-6221

17. Schedule of Events:

Bid Opening, 9:30 A.M.

Projected Award of Contract or Issuance of Purchase Order

Projected Commence Work or Deliver Products

August 17, 2009

_____, 2009

_____, 2009

18. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the CIQ) attached as Exhibit D, the vendor, person, consultant or

contractor=s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

Vendors must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
- . Be able to comply with the required or proposed delivery schedule;
- . Have a satisfactory record of performance;
- . Have a satisfactory record of integrity and ethics;
- . Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
23. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
25. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**Bid
for
HIDALGO COUNTY HEALTH DEPARTMENT
"PURCHASE OF ONE (1) New MOBILE COMMUNICATION UNIT"
Bid No: 2009-309-08-17-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"
BID NO: 2009-309-08-17-YZV
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

GENERAL REQUIREMENTS

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County Health Department is seeking to "Purchase One (1) New Mobile Communications Unit" from a qualified vendor, to include but not limited to, the following:

ONE (1) NEW MOBILE COMMUNICATIONS UNIT

SPECIFICATIONS:

Purchase of One (1) New Mobile Communications unit with the following equipment. **All equipment mentioned below will be equal or better.**

GENERAL SPECIFICATIONS

Trailer Specifications:

- 18ft. standard tongue trailer
- 16 ft awning on curb side of the trailer
- Heavy-duty sidewall with a minimum thickness of 1"
- Reinforced roof to support satellite dish system
- A mount for the wind collector
- Toilet and utility sink
- Cabinets
- Fold-down couches
- Removable center table
- 1500 BTU air conditioner with a 5,600 BTU heat strip microwave
- 3-way fridge
- 35 gallon water storage
- Two (2) 40 gallon propane tanks will be mounted on the trailer tongue
- LP hot water heater
- Standard side door
- Wheelchair accessible back door with pull-out ramp
- LED interior lighting
- Interior will be finished out with white seamless glass board lining throughout.
- See attached drawings for more specifications.

Trailer Power Systems:

- The power system will be fully self contained with an electronic monitoring system displaying current system status. It must be capable of providing power to the essential equipment for a minimum of 18 hours without use of any of the auxiliary power sources.

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- The charge system will include a minimum 125 amp charger, 180 W trickle-charge solar unit (monocrystalline panels permanently mounted on roof) and a 400 W wind collector.
- The Battery bank will consist of an 800 Ah LiFeP04 battery pack. This type of battery is essential to the design of this trailer.
- Included in the auxiliary power system will be a minimum of a 3.6KW Onan LP gas generator, 2800 W inverter, 30A shore power panel and connection for generator fuel.

Core networking package: (equal or equivalent too)

- Satellite internet access (1-meter dish with satellite modem and auto-pointing system)
- Cisco ASA5500 (unlimited license) firewall
- Cisco router
- Cisco phones (2 wired and 1 wireless 7920 model)
- Wireless Access Point
- File Server (Minimum: 2 Ghz processor, 2 GB RAM, 120 GB HDD, Window Server 2003) ventilated rack
- 1 controller laptop configured with all software related to functionality of communications center
- 2 Notebook computers for kiosk services will be provided

Networking equipment will be configured to host the ip address space provided by the satellite provider. IPSEC communications will be configured to enable access to the TALHO communications network and datacenters. Videoconferencing service will be configured through the firewall. VOIP service configuration will be applied to firewall to enable connectivity outside of IPSEC tunnel to TALHO telephony services (2 dedicated voip channels). Wireless AP integrated into satellite modem will be configured for secure local access and integrated with omni directional external antenna. Installed router will be licensed for Cisco Call manager Express and configured to register with TALHO Call Managers.

Telephony Service:

- PSTN access will be provided for a minimum of 5 VOIP access lines with corresponding DID numbers.
- Voice mail will be provided for each line.
- Audio bridging service will be provided for up to 36 simultaneous users with an available 800 number provided on a usage reimbursement basis (2-year service period included)

LCD videoconferencing system & service:

- 42 inch Monitor (wall mounted to support videoconferencing and other services.
- Polycom PVX software (will utilize the LCD screen)

Must provide video conferencing bridge services via both IP and PSTN at no additional cost to the user, for a term of two years. The video conferencing bridge will be able to accommodate a minimum of 36 simultaneous video conferences at a rate of 384K.

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Radio Communications:

- Radio interoperability system capable of connecting a minimum of four dissimilar radio systems.
- VIOP integration capabilities.

Satellite Internet Service:

- Minimum of two months of service Included.
- Should provide a minimum of 5 GB data transfer in a 24 hour period for a minimum of 10 days.
- QOS will be implemented at the Satellite and should provide adequate communications for secondary VIOP systems such as SKYPE.
- SKYPE availability should be implemented tested, prior to delivery of the vehicle.
- Additional bandwidth costs should be supplied.

Support:

Two years, NOC support will be provided at no additional cost to the customer during deployment, to include connectivity into existing data centers and networks as requested. Also included will be support for operation of the trailer and its systems for a 2-year period.

Mobile Weather Radar:

- 1 year of service prepaid
- County warnings
- City forecast
- Surface observations
- Hi resolution NEXRAD radar
- High Resolution radar
- Precipitation Type
- Surface Analysis Weather Maps
- Marine Zone Forecasts
- Buoy Data
- Surface Pressure
- Marine Zone Forecasts
- Hurricane Track
- Severe Weather Storm Tracks
- Lightning
- Wave Direction
- Wave Direction Forecast: 12, 24, 36

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BID NO: 2009-309-08-17-YZV
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

TERMS, CONDITIONS AND REQUIREMENTS

1. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
2. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
3. **AWARD:** Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications /and or requirements.
4. **PAYMENT:** Payment will be made within 30 days upon arrival, inspection and approval of unit, and receipt of an itemized invoice with proper title documentation by the WIC Program.
5. **MAINTENANCE:** Maintenance required for equipment bid should be available in Hidalgo County by authorized manufacturer. Cost for this service shall be included in this bid. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable.
6. **INSURANCE (REQUIREMENTS)** certificates must be submitted to Hidalgo County Purchasing Department for approval prior to delivery or any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**
7. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
8. **DESCRIPTIONS:** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
9. Hidalgo County reserves the right to purchase from state contracts whenever it is in the best interest to do so.

ADDITIONAL CONDITIONS AND REQUIREMENTS:

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626 or e-mail: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, August 10, 2009, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Wednesday, August 12, 2009 5:00 P.M.**

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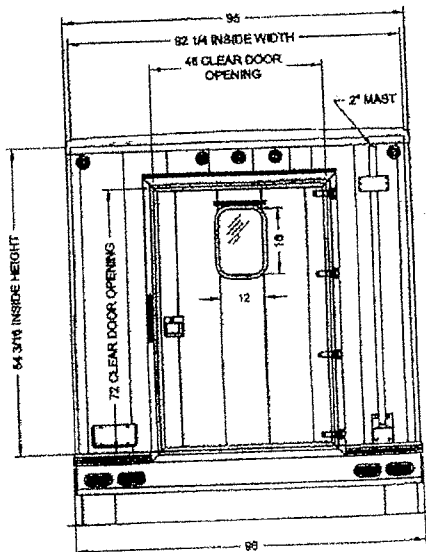
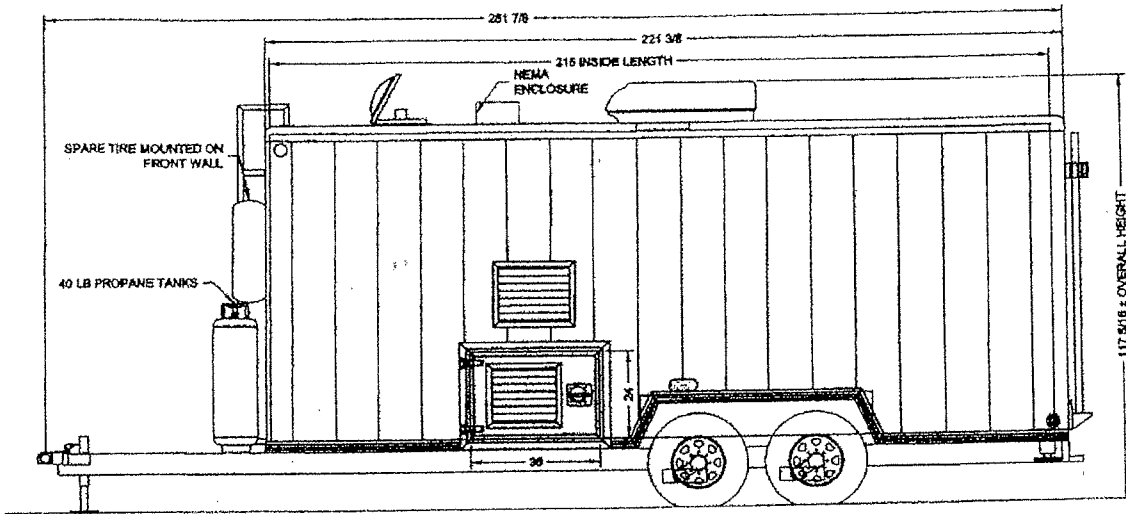


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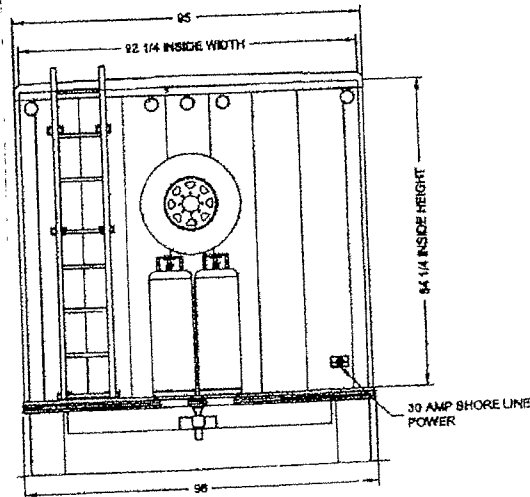
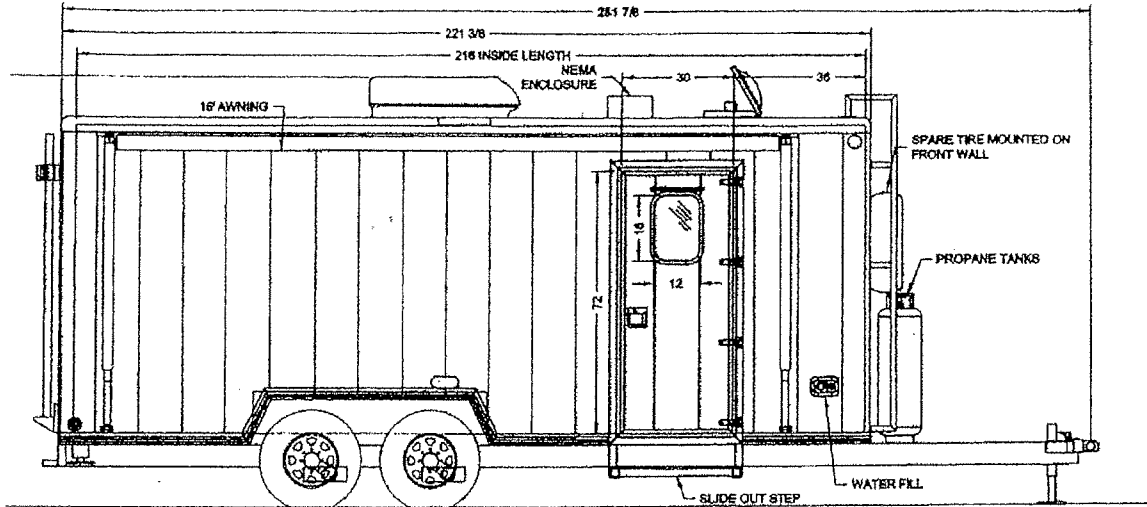
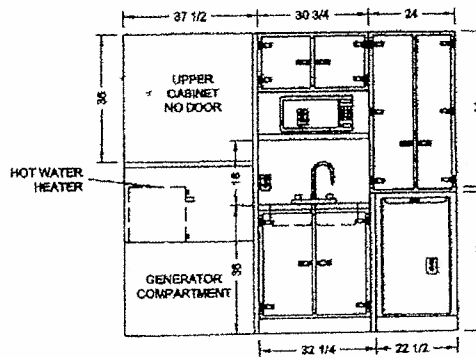
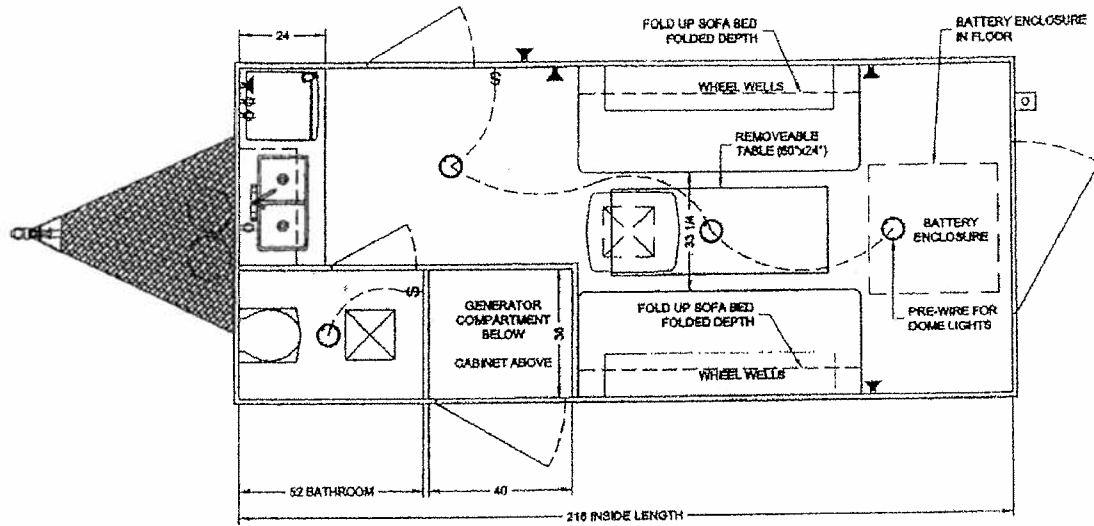


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INTERIOR FRONT WALL

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