

# REQUEST FOR BIDS

## HIDALGO COUNTY (PRECINCTS NOS. 1 & 3) “ROADWAY LIGHT FIXTURES MAINTENANCE”

**BID OPENING DATE:**

**February , 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business Hwy 281 – New Administration Building  
Edinburg, Texas 78539



1. Sealed bids will be received for **Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the 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-2011-017-00-00-CGA - Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO REQUEST FOR BIDS-2011-017-00-00-CGA- Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
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.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) 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.
5. For work to be 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.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
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.
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 of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards 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. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, Purchasing Agent  
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **Hidalgo County (Precincts Nos. 1 & 3)- "ROADWAY LIGHT FIXTURES MAINTENANCE"**. Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Eddie Gonzalez  
**Hidalgo County Precinct #1**  
 1902 Joe Stevens Ave.  
 Weslaco, Texas 78596  
 (956) 968-8733

Norma Ceballos  
**Hidalgo County Precinct #3**  
 400 W. 13<sup>th</sup>  
 Mission, Texas 78573  
 (956) 585-4509

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b>February</b> , <b>2011</b>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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.

## 20. 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 who 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. 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.
24. 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.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. 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.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with 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.

29. 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.
30. 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  
(Precincts Nos. 1 & 3)**

**"ROADWAY LIGHT FIXTURES MAINTENANCE"**

**BID NO.: 2011-017-00-00-CGA**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business Hwy 281-New Administration Bldg.  
Edinburg, Texas 78539

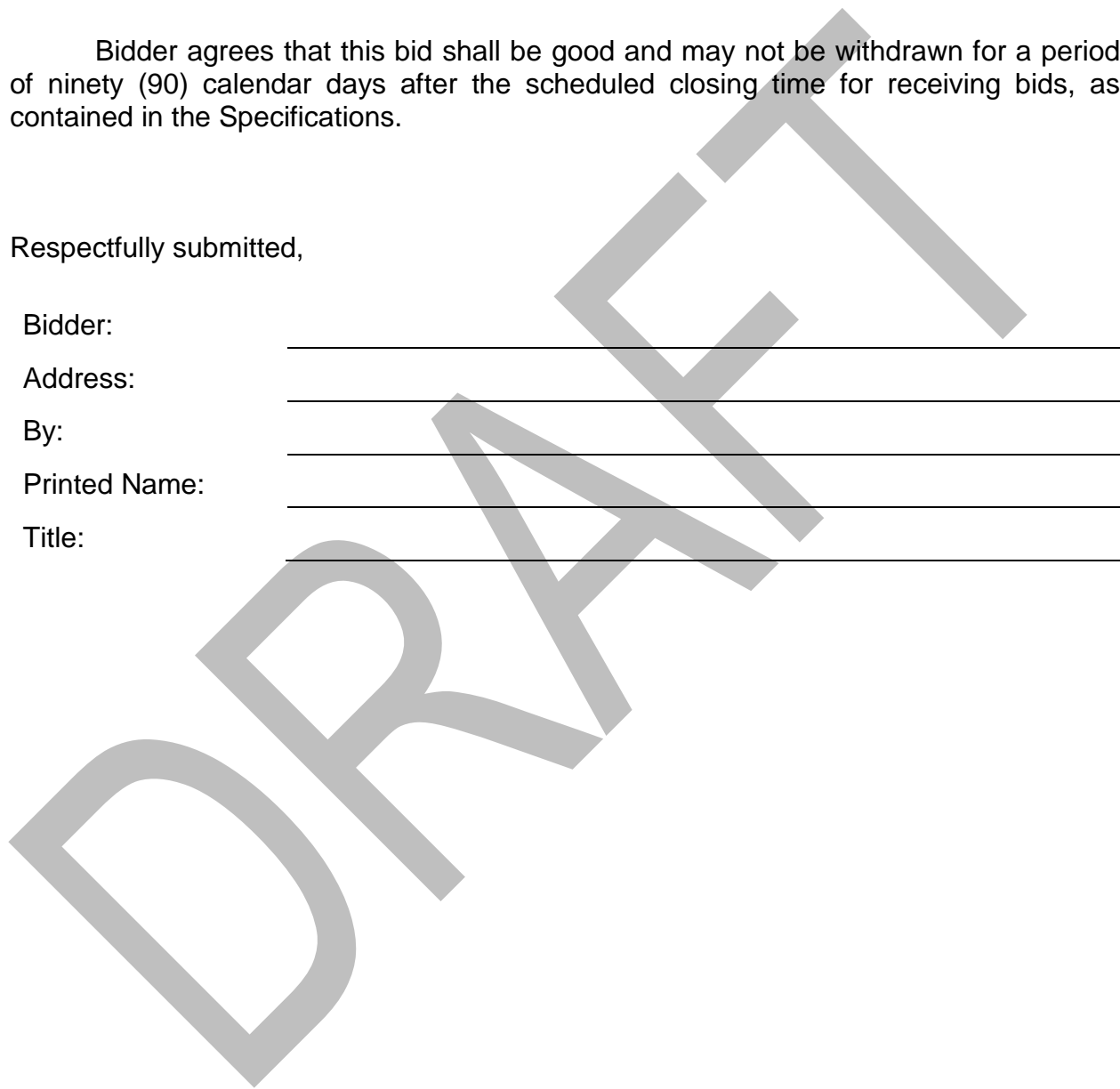
In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned 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: \_\_\_\_\_



**Exhibit "A"**  
**HIDALGO COUNTY**  
**(Precinct Nos. 1 & 3)-**  
**"ROADWAY LIGHT FIXTURES MAINTENANCE"**  
**RFB NO. 2011-017-00-00CGA**  
**February , 2011**

**REQUIREMENTS, GENERAL TERMS AND CONDITIONS**

The County of Hidalgo is seeking vendor(s) for "ROADWAY LIGHT FIXTURES MAINTENANCE", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

The term of the contract shall be for a period of one year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E,F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

**HIDALGO COUNTY**  
**(Precinct Nos. 1 & 3)**  
**“ROADWAY LIGHT FIXTURES MAINTENANCE”**  
**RFB NO. 2011-017-00-00CGA**

**SPECIFICATIONS**

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
6. **BIDDER REQUIREMENTS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an “as needed basis only”.
8. In the event the contractor fails to perform routine emergency lighting repairs in an “as built” and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
10. The following price schedule will be utilized throughout the agreement period to pay for services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.
13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.
15. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on "as needed basis".
16. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
17. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.
18. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.
19. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

Martha L. Salazar, CPPB/Purchasing Agent  
Hidalgo County Purchasing Department  
Attn: Cris Ayala, Buyer III  
2802 S, Business Hwy. 281-New Administration Bldg.  
Edinburg, Texas 78539
20. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email to: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) by no later than Wednesday, \_\_\_\_\_, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, \_\_\_\_\_, 2011.

**CLARIFICATION:** Traffic control is to be included in all costs bid and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall

be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

### **HIDALGO COUNTY (PALMVIEW)**

<b>PROJECT (CSJ)</b>	<b>CIRCUIT NO.</b>	<b>NO. OF POLES</b>	<b>NO. OF LIGHTS</b>
0039-17-134	A	12	24
0039-17-134	B	12	24
<b>TOTAL</b>		<b>24</b>	<b>48</b>

### **HIDALGO COUNTY (MID VALLEY)**

<b>PROJECT (CSJ)</b>	<b>CIRCUIT NO.</b>	<b>NO. OF POLES</b>	<b>NO. OF LIGHTS</b>
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
<b>TOTAL</b>		<b>57</b>	<b>106</b>

**EXHIBIT "B"**

**HIDALGO COUNTY  
(Precinct Nos. 1 & 3)-  
"ROADWAY LIGHT FIXTURES MAINTENANCE"  
RFB NO.: 2011-017-00-00-CGA**

**BID PAGE**

Item	Qty.	Description	Unit Cost
01.		LANE CLOSURE	\$
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	\$
03.		REPLACE WIRE AND FUSES	\$
04.		REMOVE AND REPLACE PHOTO CELLS	\$
05.		REMOVE AND REPLACE LAMPS	\$
06.		REMOVE AND REPLACE BALLASTS	\$
		<b>SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS</b>	

**Reset up to 50' pole** (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

**TOTAL Labor, Materials, and Equipment per pole \$ \_\_\_\_\_**

**Re-lamp poles** (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

**TOTAL Labor, Materials, and Equipment per pole \$ \_\_\_\_\_**

**Trencher and Operator:** To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

**Common:** \$ \_\_\_\_\_ Per foot

**Rocky:** \$ \_\_\_\_\_ Per foot

## EXHIBIT "B"

### HIDALGO COUNTY (Precinct Nos. 1 & 3)- "ROADWAY LIGHT FIXTURES MAINTENANCE" RFB NO.: 2011-017-00-00-CGA

#### CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

**Inspect and replace electrical wiring as needed.**

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	\$
b.	Electrician	\$
c.	Operator	\$
d.	Ground Men/ Labor	\$
e.	12 Ton 56" JLG Crane	\$
f.	4 Ton 46' Nat'l Crane with Bucket	\$
g.	Altec AM 660 Bucket 40'	\$
h.	Hi Ranger TDI 65 55'	\$
i.	30 HP 360 Case Trencher/ Backhoe	\$
j.	6010 Case Directional Drill up to 4" inch	\$
k.	6010 Case Directional Drill up to 8" inch	\$
l.	Water Truck with Mud System	\$
m.	Dump Truck	\$

n.	1 Ton Pick up with Tools	\$
o.	Generator	\$
p.	Compressor	\$
q.	Digger Derrick	\$
r.	Vacuum Excavator	\$

DRAFT