

**Bid No: 2011-199-08-17**

**Buyer: Yolanda Z. Velasquez**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**

**"TURNKEY PROJECT – FOR PURCHASE OF ONE (1) NEW  
X-RAY MACHINE"**

### **BID OPENING DATE**

**AUGUST 17, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 Administration Building  
Edinburg, Texas 78539  
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"TURNKEY PROJECT- FOR PURCHASE OF ONE (1) NEW X-RAY MACHINE- Hidalgo County Health & Human Services Department"** 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-2011-199-08-17-YZV-"TURNKEY PROJECT – FOR PURCHASE OF ONE (1) NEW X-RAY MACHINE – Hidalgo County-Health & Human Services Department "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 17, 2011. 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-2011-199-08-17-YZV-RFB-TURNKEY PROJECT – FOR PURCHASE OF ONE (1) NEW X-RAY MACHINE – Hidalgo County-Health & Human Services Department"**. 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 - **"TURNKEY PROJECT –FOR PURCHASE OF ONE (1) NEW X-RAY MACHINE -Hidalgo County Health & Human Services Department"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) **Contract Number must be indicated on all invoices**
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County – Auditor’s Office  
Ray Eufrazio, County Auditor  
2812 S. Business 281  
Edinburg, Texas 78539  
(956)318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>AUGUST 17, 2011</u></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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: [www.window.state.tx.us/taxinfo/coastintr.html](http://www.window.state.tx.us/taxinfo/coastintr.html) .**  
**If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
  - 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 awarded 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-HEALTH & HUMAN SERVICES DEPARTMENT**  
**TURNKEY PROJECT – PURCHASE OF ONE (1) NEW X-RAY MACHINE**  
**BID NO.: 2011-199-08-17-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S Business Highway 281  
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 – Health Department  
**"Turnkey Project for Purchase One (1) New X-Ray Machine"**  
**RFB Nº 2011-199-08-17-YZV**

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**SCOPE OF SERVICE:**

Hidalgo County Health and Human Services Department is seeking qualified vendors for the following services/equipment:

**a) Hidalgo County Health and Human Services Department is seeking service to remove, relocate, install the following.**

**1) Service to remove one (1) AmeriCorp X-Ray Machine with Serial Number 4A578-0997 – located at Hidalgo County **Adult Detention Center**, 711 El Cibolo Road, Edinburg, Texas 78539**

- Point of Contact for removal of AmeriCorp X-Ray Machine: Rigoberto Hinojosa, Hidalgo County Health and Human Services Department at (956) 383-6221 or via email: [rigoberto.hinojosa@hchd.org](mailto:rigoberto.hinojosa@hchd.org)

**(The above mentioned machine will be considered as a trade against the purchase of the new X-Ray machine)**

**2) Removal-Relocation-Installation and **Service (calibration)** of Summit X-Ray Machine with Serial Number: LV9125 presently located at Hidalgo County Pulmonary Clinic, 1304 South 25<sup>th</sup> Avenue, Edinburg, Texas 78542**

- Remove Summit X-Ray Machine from: Hidalgo County Pulmonary Clinic, 1304 South 25<sup>th</sup> Avenue, Edinburg, Texas 78539 and
- Relocate-Install and Calibrate Summit X-Ray Machine to: **Hidalgo County Adult Detention Center, 711 El Cibolo Road, Edinburg, Texas 78542**
- Point of Contact to set-up removal, relocation-installation and service of Summit X-Ray Machine: Rigoberto Hinojosa, Hidalgo County Health and Human Services Department at (956) 383-6221 or via email: [rigoberto.hinojosa@hchd.org](mailto:rigoberto.hinojosa@hchd.org)

**b) Hidalgo County – Health and Human Services Department is currently seeking to purchase one (1) new X-Ray Machine to be delivered and installed to Hidalgo County Pulmonary Clinic, 1304 South 25<sup>th</sup> Avenue, Edinburg, Texas 78542. The following are the minimum specifications:**

- Generator- anatomically programmed generator, 40KW
- CCD Digital- Imager 17"x17" image area, 9 megapixel resolution, 14 bit grayscale, 6 seconds or less image time
- Grid- 200LPI, focused 72" SID
- Software- Radiographic imaging software capable of acquiring images, image processing, image viewing, image manipulation, image export (supported formats: JPEG and DCM), image to CD and Dicom send
- Computer- Operators computer with XP Professional, 250 GB hard drive, 2 GB of RAM, 10/100 network interface card, CD-DVD/RW, mouse, keyboard
- Monitor- 20 inch DVI flat panel swivel display, LCD color, 2 megapixel resolution.
- UPS- Uninterruptible power supply with line conditioner
- X-Ray tube- 200,000 heat units, 0.6-1.5 mm focal point, 180 degree horns
- Tube stand- Electric locks, angle indicator, counter balanced, hand grips
- Collimator- Swivel mount, centering light, manual controls
- Wall Stand- Floor to wall, counter balanced, electric locks
- Cables for X-ray Equipment- All cables supplied must be new (reusing of existing cables is prohibited)
- Training- On site training
- Warranty:
  - a) 7 years or better on x-ray equipment parts
  - b) 1 year labor
  - c) 3 years on PC and display

**REQUIRED CERTIFICATIONS SUBMITTAL:** This section will contain any licenses and certifications as required (and/or applicable to project), by Hidalgo County, the State of Texas. Vendor must hold a Certificate of Registration with the Texas Department of State Health Services as required by Texas Health and Safety Code Chapter 401.

**PRE-BID (WALK THRU) IS SCHEDULED:** For Thursday, August 04, 2011 at 9:00 a.m. at Hidalgo County Health and Human Services Department, Tel: (956)-383-6221, 1304 South 25<sup>th</sup> Avenue, Edinburg, Texas 78542

**TERMS & CONDITIONS:**

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:** Hidalgo County reserves the right to award on an "all or none basis".
4. **WARRANTY:** Bidder's submission must include warranty information, a 1-800 service number for the use of clients and/or agency staff and documentation that the proposed product meets minimum efficiency requirements.
5. **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.**

6. 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.
7. **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.
8. Hidalgo County reserves the right to purchase from state contracts whenever it is in the best interest to do so.
10. All items must be shipped **F.O.B. INSIDE DELIVERY.**
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**ADDITIONAL INFORMATION:**

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any/all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 South Business 281 (Administration Bldg.) – Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) or via facsimile (956) 318-2629 no later than **5:00 p.m. Wednesday, August 10, 2011.** Responses to said inquiries will be sent to all applicants via facsimile or email by no later than **5:00p.m. Friday, August 12, 2011.**

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY HEALTH AND HUMAN SERVICES  
 "Turnkey Project to Purchase One New X-Ray Machine"  
 BID NO.: 2011-199-08-17

a)	1) Remove AmeriCorp X-Ray Machine located at Adult Detention Center (711 El Cibolo Rd, Edinburg, TX) (Machine to be considered for trade in	\$
	2) Removal-Relocation-Installation and Service (Calibration) of Summit X-Ray Machine located at Hidalgo County Pulmonary Clinic (1304 South 25 <sup>th</sup> Avenue, Edinburg, TX)	\$
b)	Purchase and installation of one (1) new X-Ray Machine	\$
	Trade in discount(if applicable)	
<b>Total including Trade In</b>		<b>\$</b>

Specify Brand & Model No. being proposed \_\_\_\_\_

Estimated delivery date after purchase order \_\_\_\_\_

List all Warranties \_\_\_\_\_

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CELLULAR NUMBERS: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_