



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

March 14, 2016

**Victor T. Rios, Owner**  
**Lumatec Lightning Service**  
PO Box 2225  
McAllen, Texas 78502-2225  
P (956) 664-1854 F (956) 664-9981

via email: [lumateclighting2000@yahoo.com](mailto:lumateclighting2000@yahoo.com)

Re: **HB Form 1295 Required/Renewal/Extension Notice**  
**C-15-025-04-28 – "ROADWAY LIGHTS FIXTURES AND MAINTENANCE"- HIDALGO COUNTY**

Dear Mr. Rios:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Lumatec Lightning Service** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **CONTRACT No. C-15-025-04-28**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 19, 2016**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) **by no later than Monday, April 18, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) by no later than date reflected above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Victor T. Rios, Owner

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,  
  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/rv  
Enclosures





Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year** beginning **April 28, 2015**, expiring on **April 27, 2016** and may be extended at the sole discretion of County for an additional one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:           The County of Hidalgo  
                                  Attn: County Judge  
                                  302 W. University Drive  
                                  Edinburg, Texas 78539

If to Company:         Victor T. Rios DBA Lumatec Lighting Services  
                                  Victor T. Rios, Owner  
                                  PO Box 2225  
                                  McAllen, Texas 78502

13.     In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.     County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

15.     This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16.     This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17.     **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF HIDALGO

VICTOR T. RIOS DBA LUMATEC  
LIGHTING SERVICES

Ramon Garcia  
Ramon Garcia, County Judge

Victor T. Rios

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court  
on 4-28-15 RD

APPROVED AS TO FORM  
Atlas, Hall & Rodriguez, L.L.P.

By: SLC  
Stephen L. Crain, Attorney

**EXHIBIT “A”**  
REQUEST FOR BID (RFB) PORCUREMENT PACKET



Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
Ph: (956) 318-2626/ Fax: (956) 318-2629

Date: February 23, 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY (PRECINCT NO's. 1 & 3)**  
**Request for Bids --"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**Bid No: 2015-025-03-11--MEG**

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.  
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures




Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

**REQUEST FOR BID (RFB)  
CHECKLIST  
HIDALGO COUNTY  
(PRECINCTS NOS. 1 & 3)  
ROADWAY LIGHT FIXTURES AND MAINTENANCE”  
Bid No: 2015-025-03-11-MEG**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit “A” Specifications, consisting of 5 pages.
4. Exhibit “B” Bid page(s) consisting of 3 pages.
5. Exhibit “C” Insurance Requirements consisting of 4 pages.
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment 1 page.
9. Draft Service Contract consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB  
Purchasing Agent

February 23, 2015  
Date

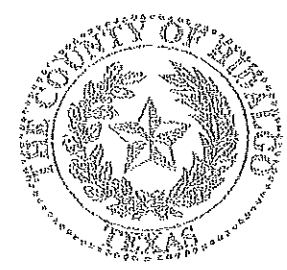
**REQUEST FOR BIDS**

**HIDALGO COUNTY  
(PRECINCTS NO'S. 1 & 3)  
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"  
RFB: 2015-025-03-11-MEG**

**BID OPENING DATE:  
MARCH 11, 2015**

Contact Person:

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



956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2015-025-03-11-MEG

1. Sealed bids will be received for **HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND 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: 2015-025-03-11-MEG HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND 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, 2015. 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-2015-025-03-11-MEG HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND 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: (IF APPLICABLE)
  - . 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 No's. 1 & 3) - "ROADWAY LIGHT FIXTURES AND 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:
  - . Contract number must be indicated on all invoices

Raul Lozano  
**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>	<u>March 11, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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 No's. 1 & 3)

**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**BID NO.: 2015-025-03-11-MEG**

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 Pct 1 & Pct 3  
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"  
RFB NO.: 2015-025-03-11-MEG

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**SCOPE OF WORK:**

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

**LOCATION:**

Within Pct, 1 and Pct 3

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly 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.

**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. 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"**.
5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
6. The following price schedule will be utilized throughout the agreement period to pay for services.
7. 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.
8. 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.
9. 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.

**Exhibit "A"**  
**HIDALGO COUNTY Pct 1 & Pct 3**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

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10. 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".

**CLARIFICATION:** Traffic control is to be included in all costs bid. 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.

**REQUIREMENTS:**

1. 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.
2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
4. 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.
5. 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.

**STANDARD TERMS & CONDITION:**

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until;

**Exhibit "A"**  
**HIDALGO COUNTY Pct 1 & Pct 3**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

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- a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
  8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
  9. 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 advantage to the County.
  10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.
  11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

**Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be

**Exhibit "A"**  
**HIDALGO COUNTY Pct 1 & Pct 3**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
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reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional Information:**

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.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday March 03, 2015 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday March 06, 2015.**

Exhibit "A"  
**HIDALGO COUNTY Pct 1 & Pct 3**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**HIDALGO COUNTY Pct 1 (MID VALLEY)**

PROJECT (CSD) Control Section Job	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
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>

**HIDALGO COUNTY Pct 3 (PALMVIEW)**

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

**EXHIBIT "B"**  
**HIDALGO COUNTY (Precinct No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**BID PAGE**

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.		Lane Closure	\$
02.		Remove and Replace Luminaries Fixtures	\$
03.		Replace Wire and Fuses	\$
04.		Remove and Replace Photo Cells	\$
05.		Remove and Replace Lamps	\$
06.		Remove and Replace Ballasts	\$
		See Attached Specifications for General Requirements	

**Reset up to 50' pole** (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, 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 No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**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	\$

**EXHIBIT "B"**  
**HIDALGO COUNTY (Precinct No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

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

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

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

**PHONE & FAX NO.'S:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_

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

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

**TITLE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

# EXHIBIT "C"

## Insurance Requirements

### Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		<b>INSURERS AFFORDING COVERAGE</b>		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
			INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT \$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$	
C	<b>GARAGE LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
	<input type="checkbox"/> DEDUCTIBLE				E.L. EACH ACCIDENT \$
	<input type="checkbox"/> RETENTION \$				E.L. DISEASE-EA EMPLOYEE \$
	<input type="checkbox"/>				E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

cc. of  
bid

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application 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 with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT “B”**  
BID PAGE

**EXHIBIT "B"**  
**HIDALGO COUNTY (Precinct No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**ORIGINAL**

**BID PAGE**

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.	1	Lane Closure	\$ 5,000.00
02.	1	Remove and Replace Luminaries Fixtures	\$ 510.00
03.	1	Replace Wire and Fuses	\$ 552.00
04.	1	Remove and Replace Photo Cells	\$ 114.00
05.	1	Remove and Replace Lamps	\$ 150.00
06.	1	Remove and Replace Ballasts	\$ 390.00
See Attached Specifications for General Requirements			

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

**TOTAL Labor, Materials, and Equipment per pole \$ 5,000.00**

**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 \$ 150.00**

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

**Common:** \$ 2.50 Per foot

**Rocky:** \$ 3.25 Per foot

**OPENED**  
3/11/15  
9:45am  
**Witnessed**

*[Handwritten Signature]*

**EXHIBIT "B"**  
**HIDALGO COUNTY (Precinct No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**OPENED ORIGINAL**  
*3/11/15*  
*9:35am*  
 Witnessed

**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	\$ 55.00
b.	Electrician	\$ 45.00
c.	Operator	\$ 45.00
d.	Ground Men/ Labor	\$ 22.00
e.	12 Ton 56" JLG Crane (14 Ton Manitex W Bucket)	\$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	\$ -----
g.	Altec AM 660 Bucket 40'	\$ 125.00
h.	Hi Ranger TDI 65 55'	\$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	\$ 125.00
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	\$ 125.00
n.	1 Ton Pick-up with Tools	\$ 75.00
o.	Generator	\$ 125.00
p.	Compressor	\$ 125.00
q.	Digger Derrick	\$ 150.00
r.	Vacuum Excavator	\$ -----

**EXHIBIT "B"**  
**HIDALGO COUNTY (Precinct No's. 1 & 3)**  
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**  
**RFB NO.: 2015-025-03-11-MEG**

**BIDDER/COMPANY NAME:** LUMATEC LIGHTING SERVICE

**ADDRESS:** P O BOX 2225

**CITY/STATE/ZIP CODE:** MCALLEN TEXAS 78502-2225

**PHONE & FAX NO.'S:** (956) 664-1854 / (956) 664-9981

**CELL PHONE:** (956) 605-1932

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** VICTOR T RIOS SR.

**TITLE:** OWNER

**EMAIL:** lumateclighting2000@yahoo.com

**EXHIBIT “C”**  
INSURANCE REQUIREMENTS

Client#: 53412

LUMATLIG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: The Nitsche Group-Waco, 143 E Austin, Giddings, TX 78942, 979 542-3666. CONTACT NAME: April Gaitan, PHONE: 979 540-2227, FAX: (A/C, No), E-MAIL ADDRESS: AprilG@theNITSCHEGroup.com. INSURER(S) AFFORDING COVERAGE: INSURER A: United Fire Lloyds (NAIC # 43559), INSURER B: Hartford Underwriters Insurance (NAIC # 30104), INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (60444569), A AUTOMOBILE LIABILITY (60444569), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (65WECZT448204).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Hidalgo County Prt.1 & 3 "Roadway Light Fixtures & Maintenance" RFB NO.: 2015-025-03-11-MEG Due3-11-15@9:30am

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Hidalgo County, Attn: Purchasing Department, 2812 S. Business Hwy 281, Edinburg, TX 78539. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

April 28, 2015



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
April 28, 2015  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**1. Roll Call**

All members of the Court were counted present.

**2. Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

**3. Prayer**

Virginia Townsend led the Court and Audience in Prayer.

Commissioner Joe Flores stepped away from the meeting.

**4. Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.

**5. Open Forum**

Commissioner Joe Flores joined the meeting.

*The Court proceeded to Item 20.B, 8.A, 23.G.*

**6. County Judge's Office:**

**A. AI-49431 Update on 2015 Legislative activities**

Michael Leo, County Judge's Office, informed the Court that Bobby Villarreal will be sending an email to the Court and its Chiefs with any Legislative activity updates. Jesse Ozuna, Precinct 4, informed the Court that the Colonia Lighting Bill in the Senate and the House is reporting favorably on the calendars. The Court Document Filing Bill has gone to State Affairs and may be on the calendar for vote by next week.

**B. AI-49180 Proclamation declaring May 7, 2015 as National Day of Prayer in Hidalgo County**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 - Unanimously**

**C. AI-49460 Approval of Proclamation declaring April as National Donate Life Month in Hidalgo County.**

April 28, 2015

2. **AI-49303** Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items 2nd round" through project No.: 2015-104-03-25-MEG

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval award contracts to L&R Precast Concrete Works, Inc. and Contech Engineered Solutions, LLC.

**Vote: 5 - 0 - Unanimously**

3. **AI-48852** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Roadway Light Fixtures and Maintenance" through project No.: 2015-025-03-11-MEG

Commissioner Flores asked if the service was to include the expressway and Mrs. Salazar stated it was on an as-needed basis and areas that were applicable within the county. She added that it would be for work done with no retainer.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to award contract to Lumatec Lighting Service.

**Vote: 5 - 0 - Unanimously**

4. **AI-48677** Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items" through project No.: 2015-013-02-11-MEG

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to award contracts to HD Supply Waterworks, Ltd., Rio Valley Pipe, LLC, Pecan Construction, LLC DBA Royal Ready Mix, and ACT Pipe & Supply, Inc.

**Vote: 5 - 0 - Unanimously**

24.

**Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 - Unanimously**

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-49345** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County
- D. **AI-49354** Claim of Yessica Nava