
PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary for this bid. Failure to do so will be at the Respondent's risk, and may result in rejection of the Bid as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as “COUNTY”) is seeking qualified respondents interested in providing the services of Roadway Light Fixtures and Maintenance to the County with strict responsible adherence with all specifications and/or requirements contained herein with the respondent submitting the lowest and complying bid. Qualified Respondents may provide services on an “As Needed Basis” or on a jobsite. Sealed Bids will be received for “**Hidalgo County** (including all funding sources, programs, and entities) “**Roadway Light Fixtures and Maintenance**”, in accordance with the requirements attached hereto as **Appendix “A”**. The Bid should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

Hidalgo County is requiring all submitted bids to remain firm for a minimum of ninety (90) days after the RFB opening.

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.

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.

LOCATION:

Within The County of Hidalgo

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.

AWARD:

Any contract awarded to a successful bidder will be in effect until;

- a) The contract Expires
- b) Delivery acceptance of products and/or performance of services ordered
- c) The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on “**As Needed Basis Only**”

- d) Hidalgo County reserves the right to award the bid to multiple bidders if the County determines it is in the best interest to do so.

GOAL:

These specifications are intended to establish an agreement for the maintenance and electrical repairs of the overhead lighting system in Hidalgo County.

TERM OF AGREEMENT:

It is intended that the initial contract term will be for one (1) year with the County's option to renew/extend for an additional one (1) one (1) year terms, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this 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.

GENERAL REQUIREMENTS

One (1) original and two (2) USBs in original PDF format. Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix "N"**.

SUBMISSION DEADLINE AND BID OPENING

All submissions must be received on or before **Wednesday, June 01, 2021 at 9:30am.** **Any submission received after this deadline will not be accepted and will be returned to sender.**

BID OPENING STREAMING

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live stream:

Meeting ID: 868 3259 1259

Passcode: 365108

Dial by your location: +1 346 248 7799 US (Houston)

To find your local number: <https://hidalgocounty.zoom.us/j/kcBDgiOuPn>

Join by SIP: 86832591259@zoomcrc.com

HAND DELIVERED BIDS

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

DELIVER TO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Alexandra Vela
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Alexandra Vela
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the copy is clearly labeled.**

QUESTIONS AND ANSWERS

Questions must be submitted via email to tanya.delira@co.hidalgo.tx.us by **Monday, May 24, 2021 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Wednesday, May 26, 2021.** Telephone inquiries will not be accepted.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

BACKGROUND:

Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a

posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

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 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 Director 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.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
- One (1) original, **clearly marked “ORIGINAL”** and two (2) USBs in PDF format. Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. One (1) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor’s name and the RFB number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.
- Each section of the vendor’s response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section as listed in **Appendix “A”**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

_____ **Submission Cover Sheet** - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Submission for Pipes and related Miscellaneous Items
- Procurement Number: RFB No. 2021-061-06-01-TDL – Roadway Light Fixtures and Maintenance
- Opening Date: **Wednesday, June 01, 2021**
- Opening Time: 9:30am

_____ **Table of Contents**

_____ **Section I: Required Documents (signed and filled) and Executive Summary**

- **Executive Summary** - The summary should include:
 - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding Bid;
 - Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with proposal and any future negotiations; and
 - Understanding of the Project
- **Legal Notice Acknowledgement**
- **Appendix "A"- Requirements/Specifications**
- **Appendix "B" – BID PAGE**
- **Appendix "C" – Insurance Requirements**
 - Proof of Insurance
 - Insurance Requirement Acknowledgement
 - Project Requirements Acknowledgement
- **Appendix "D" – Conflict of Interest Questionnaire**
 - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
 - Form 1295
- **Appendix "E" – Vendor Forms**
 - Vendor Application
 - HUB Declaration
 - W-9
- **Appendix "F" – Certification Regarding Debarment**
 - Signed Certification
 - SAM.gov Registration Acknowledgement
- **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
 - Byrd Anti-Lobbying Contract Clause
 - 2 CFR 200 Certification
- **Appendix "J" – Respondent's Affidavit**
- **Addenda (when applicable; see Addenda under Legal Notice)**

_____ **Section II: Vendor Information**

_____ **Section III: Vendor Experience and Qualifications**

_____ **Section IV: Specifications**

_____ **Section V: Legal Documents (If Applicable)**

_____ **Section VI: Miscellaneous (If Applicable)**