PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS



The Williamson County Commissioners Court invites the submission of sealed Bids for:

Traffic Signal Maintenance for Williamson County

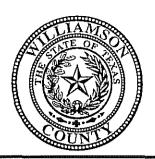
Sealed Bids will be publicly opened and read aloud in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas on Wednesday, February 25, 2009 at 2:00 pm. Bids must be received on or before Wednesday, February 25, 2008 at 2:00 pm.

Bid documents can be found on-line at http://wilco-online.org/ebids/bids.aspx. All questions concerning this project shall be directed to Joe England, PE, (512) 943-3336, E-mail: jengland@wilco.org.

The Williamson County Commissioners Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all Bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.

Issued by order of the Williamson County Commissioners Court on February 3, 2009. Dan A. Gattis, County Judge



WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP - SUITE 106 GEORGETOWN, TEXAS 78626

http://wcportals.wilco.org/Procurement/

INVITATION FOR BIDS

Traffic Signal Maintenance for Williamson County BID NUMBER: 09WC709

BIDS MUST BE RECEIVED ON OR BEFORE: FEBRUARY 25, 2009 - 2:00 PM

BIDS WILL BE PUBLICLY ACKNOWLEDGED: FEBRUARY 25, 2009 - 2:00 PM

BID SUBMISSION

<u>DEADLINE</u>: Bids must be received in the Williamson County Purchasing Department <u>at or before 2:00 pm on Wednesday</u>, <u>February 25, 2009</u>. Bids will be <u>publicly acknowledged at 2:00 pm or soon thereafter</u> in the Williamson County Purchasing Dept., 301 SE Inner Loop, Suite 106, Georgetown, Texas.

METHODS: Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Jonathan Harris, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.

<u>FAX/EMAIL</u>: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

<u>DUPLICATE</u>: All bids must be submitted in duplicate (1 original complete bid set and 3 copies of the bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies must have the same attachments as the original.

<u>SEALED:</u> All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside of the envelope. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

<u>LEGIBLITY</u>: Bids must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by proposers shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

<u>LATE BID</u>: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact. REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The

convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County. The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid. The current maintenance contract will be in place through March 27, 2009, thus allowing a new contract to start as early as Saturday, March 28, 2009.

CONTRACT PERIOD: The Initial Term of the Contract shall be for twelve (12) months and may be reviewed on an annual basis, and may be renewed as described and set forth under "CONTRACT EXTENSIONS" below.

CONTRACT EXTENSIONS: On or before the Termination Date. the Williamson Commissioners Court reserves the right to extend the contract, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to three (3) additional years, with the terms, covenants and conditions of the contract remaining the same for any extension; and with a price escalation at renewal of each additional year of no more than the consumer price index for each such new extended year. The total term of the contract, including all extensions thereto, shall not exceed a maximum combined period of forty-eight (48) months. Each new extension of the contract is contingent upon the approval of Williamson County Commissioners Court for the extended contract term in question. The County and the proposer agree that termination shall be the proposer's sole remedy if the Williamson County Commissioners Court decides not to extend the contract for additional term(s), as set forth above.

PERFORMANCE BOND: Per Texas Local Government Code, 262.032, within 30 days after the date of the singing of a contract, if required by the County, the bidder shall furnish a performance bond to the County for the full amount of the contract if the contract exceeds \$50,000.

CONTRACT ADMINISTRATION: Under this contract, Joe England, phone # (512) 943-3336, shall be the contract administrator with designated responsibility to

ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful proposer.

BID CONTACTS

PURCHASING CONTACT:

Jonathan Harris 301 SE Inner Loop, Suite 106 Georgetown, TX 78626 (512) 943-1692 joharris@wilco.org

TECHNICAL CONTACT:

Joe M. England, PE 3151 SE Inner Loop, suite B Georgetown, TX 78626 (512) 943-3336 jengland@wilco.org

MISCELLANEOUS

<u>FOB DESTINATION</u>: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Bid. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the fiscal year on September 30, 2009. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate — the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

<u>SALES TAX</u>: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

<u>DELIVERY</u>: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKitrick, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest Conflict/index.html

The Williamson County Conflict of Interest Statement is located on Page 6 of this Invitation for Bid. This form must be completed, signed, and submitted with your Bid.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business

Traffic Signal Maintenance for Williamson County

arrangement with any employee, official or agent of Williamson County.

<u>DOCUMENTATION</u>: Proposer shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

BID SPECIFICATIONS

Williamson County will be receiving bids for traffic signal maintenance for a total of eleven (11) traffic signals (see table below) which include seven (7) traffic signals on Williams Drive, three (3) on Anderson Mill Road, and one (1) on Sam Bass Road. Vendors must meet Texas Department of Transportation (TXDOT) specifications and/or City of Austin design specifications. Work will be performed on a "Will Call Basis" and the quantity of work locations listed below may increase or decrease over time.

INTERSECTION	CITY
Regional Park	Cedar Park
Zepplin	Cedar Park
Broadmeade	Austin
Morris	Austin
Rivery	Georgetown
Lakeway	Georgetown
Serenada	Georgetown
Shell	Georgetown
Wildwood	Georgetown
Wood Lake	Georgetown
Del Webb	Georgetown
	Regional Park Zepplin Broadmeade Morris Rivery Lakeway Serenada Shell Wildwood Wood Lake

Vendor Bids will be evaluated on the following criteria:

- 1. Vendor's years of experience in traffic signal maintenance
- 2. Provide at least three (3) work-related References
- 3. Vendor must have current Workers Compensation Insurance
- 4. Vendor must have current liability insurance policy of at least \$1 million
- 5. Vendor must respond and be at the work location within four (4) hours of the initial service call
- 6. Vendor must be able to provide at least a 1-year warranty on work performed
- 7. Vendor must breakdown costs on invoices by travel time, materials, and labor
- 8. Vendor to provide maintenance services while minimizing possible interference to traffic
- 9. Provide hourly labor rates and material costs as listed on the Williamson County Bid Form, page 5

WILLIAMSON COUNTY BID FORM



Traffic Signal Maintenance for Williamson County BID NUMBER: 09WC709

NAME OF PROPOSER	: Patriot	Signal	5, 3	Enc.		
-	CO. BOX 67					···
Ci	ty: Liberty	Hill	S	tate: TX Zip:	78643	
Email Address:	atriot sign	ials@g	ıma	il. com		
Telephone: (51)	965-245	Ö	Fax: (_)		
Mobile Phone: (<u>513</u>	965-310	9				
TOTAL AMONT OF E	BID					
	Mon-Fri, 8am-5pm	Weekends, Sun	Sat-	Holidays	Off Hours, 5am	•
Hourly Labor Rate	\$\00 <u>\cdots</u> /HR	\$ 12500	/HR	\$ 125 00 /HR	\$ 12500	/HR
Material Costs charge	d to County will be: Ven	ndor Material Co	osts +	15% markup		
terms and conditions of the accompanying bid s	s/her signature, represent the attached Request for sheet(s). By signing below	r Bid, Specificat	ions, and	d Special Provisions for t	he amount(s) sh	own on
Signature of Person Au	thorized to Sign\Bid					
Printed Name and Title	of Signer: Richo	ard A.h	crng	, Vice Pre	sident	-
<u>DO N</u>	IOT SIGN OR SUBM	IT WITHOUT	READ	ING ENTIRE DOCU	<u>MENT</u>	
71.110.54		DIETED AL		AND DETUDNED IN		

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID





WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Richard A-King
Name of Company:
Patriot Signals, Inc.
Date:
3-33-09
Signature of person submitting form:
Notarized: Offshifty
Sworn and subscribed before me by: A J HUFSTETLER NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES DEC. 30, 2009 (date)

Printed name of person submitting form:

Richard King

140 Shin Oak Lane Liberty Hill TX 78642 patriotsignals@gmail.com Ph: 512/515-0324 Cell: 512/965-3109



Experience

February 2007-Current Patriot Signals, Inc.

Liberty Hill, TX

Owner, Vice President

- Directs the programs, policies, and practices of the Traffic Signal Shop involving the construction, installation, and maintenance of traffic signal control devices, solar flashers, pedestrian crossings, luminaires and school zones.
- Formulates safety policies and programs for the Traffic Signal Shop.
- Determines and proposes to management the budgetary needs and priorities of the Signal Shop, including equipment, staffing and materials.
- Monitors and maintains overall inventory levels for supplies, vehicles and equipment, and oversees their purchase, operation, and storage.
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Inspects, locates, and repairs malfunctions and failures in traffic signal electrical and electronic equipment, circuits and systems.
- Installs, adjusts, tests and repairs electric and electronic traffic signal controls and devices.
- Adjusts electronic controllers, pedestrian times, and electronic diagrams. Performs solid state testing and calibration or remote control equipment, electro-mechanical signal controllers, program clocks and computers.
- Repairs electric motors, switches, transformers, time clocks, and related equipment in the traffic signal system.
- Performs continuity and circuit checks using specialized testing and calibration equipment.
- Performs related work as required.

June 2006-June 2008 S

S&J Electric

Austin, TX

Superintendent of Traffic Signals

- Served as lead worker and participated in the installation and maintenance of traffic signal equipment, overhead traffic signing, overhead internally lighted street name signs, and computerized signal system communication cable.
- Read blueprints of proposed signalized intersections.
- Positioned and installed vehicle detector loops in roadway using concrete saws.
- Directed and assisted in the installation of traffic signal poles and mast-arms.
- Installed span wire, signal cable and signal heads.
- Mounted pedestrian signal heads and push buttons.
- Installed controller cabinet bases by forming and pouring of concrete.
- Dug trenches for conduit either by hand, back hoe or trencher.
- Installed conduit (PVC or rigid) and pulled cable as needed.
- Drove the required number of ground rods to achieve accepted grounding.
- Wired all equipment per TxDot, and City requirements (i.e. cabinets, heads, etc.).
- Operated a variety of mechanical and electrical equipment as needed (dump truck, bucket truck, platform truck, backhoe, various electrical and hand tools, etc.).

UMIGINAL

January 2006-June 2006 Williamson County

Georgetown, TX

Road System Specialist

- Installed and maintain street signs.
- Installed, maintained and repaired all school zones and traffic signals.

November 2005-December 2005

MaxCom Security

Liberty Hill, TX

Security Systems Installer

- Installed home security alarms and garage door operators.
- Installed security gates

June 2000-November 2005

TxDot Signal Shop

Austin, TX

Engineering Tech V - Signal Specialist I

- Installed, maintained, modified, tested, troubleshot and repaired electronic traffic control, systems and devices including all signals in Georgetown, Texas.
- Installed, maintained, modified, tested, troubleshot and repaired video equipment.

 Also trained others to use video equipment.
- Inspected methods and workmanship to ensure contractors and other techs installed equipment and built traffic-related systems in accordance with plans and specifications
- Utilized and maintained databases pertaining to traffic systems
- Responded to emergency situations to repair and maintain traffic signals and systems
- Trained other technicians

1998-2001

Texas Highway Products

Round Rock, TX

Engineering Technician / Warehouse Manager

- Responsible for all inventory, shipping/receiving and technical projects
- Built Solar Flasher Systems, Temporary "P" cabinets and repaired Iteris VIVDS units. Also trained others on Iteris VIVDS units.
- Rewired and repaired controller cabinets
- Manufactured, trouble-shot and maintained all Solar Flasher Systems

Education

1990-1993

Concordia Lutheran

Austin, TX

- Attended on a full scholarship for baseball
- Pursued a degree in Education

Certifications

Iteris Vantage Plus, Vantage One and Vantage Edge Video Detection Systems, IMSA II, NEMA Cabinet Wiring Training, Programming and Troubleshooting, Solar Powered Systems Troubleshooting, TEEX Cabinet Troubleshooting, EPAC products certified (certificates available upon request).

Skills

- Class A-CDL with all endorsements (except passenger)
- Marc NX, Iteris, MDS radio, NAZTEC, PASSER, RTC pager systems and SYNCHRO software.
- Able to build TS2, TS1 cabinets from scratch, MUTCD standards, and basic computer skills



PATRIOT SIGNALS, INC. COMPANY REFERENCES

Company Name: Lone Star Infrastructure			
Address: 108 McNutt Dr.			
City: Hutto	State: TX Zip Code: 78634		
Phone Number: (832)372-2777	Email: ablake@austin.rr.com		
Point of Contact: Greg Blake	Dates Services Were Performed: 2007 - Present		

Company Name: Austin Bridge and Road				
Address: 12112 Volente Rd.				
City: Austin	State: TX Zip Code: 78726			
Phone Number: (512)219-5776	Email: mbrown@austin-ind.com			
Point of Contact: Mike Brown	Dates Services Were Performed: 2007 - 2008			

Company Name: City of Leander	
Address: PO Box 319	
City: Leander	State: TX Zip Code: 78646-0319
Phone Number: (512)259-2640	Email: jrichter@ci.leander.tx.us
Point of Contact: Jason Richter	Dates Services Were Performed: 2007 - Present

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PFLUGERVILLE TX 78660			l l	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $\frac{30}{100}$ days written notice to the certificate holder named to the left, but failure to do so shall				
			I	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				

ACORD 25-S (7/97)

AUTHORIZED REPRESENTATIVE SAMME (© ACORD CORPORATION 1988





City of Austin

Department of Small and Minority Business Resources certifies that

Patriot Signals, Inc.

is duly certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE Standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE Program.

Stephen Elkins, Director

Department of Small and Minority Business Resources

EXPIRATION DATE: 01/08/2011

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling 512.974.7600.

CITY'S VENDOR CODE: VS0000011619

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Patriots Signals, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 07-Jun-2008, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1208495081000

File/Vendor Number:

54612

Approval Date:

03-Jun-2008

Expiration Date:

03-Jun-2012

Division

Paul A. Gibson, Manager Statewide HUB Program

Texas Comptroller of Public Accounts
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872

Patriot Signals provides leadingmaintenance work is inspecting, signal equipment before it fails. equipment. A large part of the edge iraffic management and repairing or replacing traffic services to maintain proper operation of traffic signal

We offer several types of Maintenance Plans:

- Preventative Maintenance
- Corrective Maintenance
- Modifications & Upgrades
- Emergency Repairs

PO Box 67:1 Liberty Hill, TX 78642 patriotsignals@gmail.com Tel: (512) 965-3109

Patriot Signals, based out of Liberty Hill, Texas provides:

- FASII
- RELIABLE
- O ACCURANTE

repairs and maintenance to traffic signals, school zone flashers, and other traffic related needs.

Patriot Signals

Liberty Hill, TX 78642

Tel: (512) 965-3109

patriotsignals@gmail.com

CONTACTE TICER MINE

Patriot Signals

PREVENTATIVE & CORRECTIVE NATINITANANGE PLANS PO Box 671 Liberty Hill, TX 78642 Tel: (512) 965-3109