

# City of Weslaco

"The City on the Grow"



David Suarez, Mayor  
John F. Cuellar, Mayor Pro-Tem, District 2  
David R. Fox, Commissioner, District 1  
Olga M. Noriega, Commissioner, District 3  
Gerardo "Jerry" Tafolla, Commissioner, District 4  
Lupe V. Rivera, Commissioner, District 5  
Fidel L. Peña, Commissioner, District 6

Leonardo Olivares, City Manager

## CITY OF WESLACO

### Invitation for Proposals

The City of Weslaco hereby requests sealed proposals for the following:

#### **Electrical Repair Services Contract = RFP No. 2014-15-01**

Sealed proposals addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **November 7, 2014**, at which time they will be opened and read aloud. Please mark envelope, Sealed Proposal "**Electrical Repair Services Contract, RFP No.: 2014-15-01.**"

**An informative, non-mandatory Pre-Submittal Conference meeting followed by a Walk –Through will be held at 3:00 pm on October 30, 2014 at Weslaco City Hall – Purchasing Conference Room C, located at 255 S. Kansas Avenue, Weslaco, Texas.**

Potential Respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: [www.weslacotx.gov](http://www.weslacotx.gov), and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on submitting for this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all proposals, to waive any informalities, and to accept the proposal to be the best and most advantageous to the City and to hold proposals for a period of forty-five (45) days without taking action, for the purpose of reviewing the proposals and investigation of Respondents' qualifications prior to proposal award. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco

A handwritten signature in blue ink that reads "Homer Rhodes". The signature is fluid and cursive.

Homer Rhodes,  
Purchasing Office

**VENDOR'S NOTICE OF INTENT TO SUBMIT A PROPOSAL**

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If you intend to submit a Proposal for **Electrical Repair Services Contract** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **November 7, 2014** so that you may receive any addendums to the specifications should the need arise.

**Homer Rhodes  
City of Weslaco  
Purchasing Office  
255 S. Kansas Avenue  
Weslaco, Texas 78596  
Phone: 956.447.2240  
Fax: 956.969.8452  
hrhodes@weslacotx.gov**

Name: _____ (print / contact person)	Signature: _____
Title: _____	Company/Agency: _____
Mailing Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____
Email Address: _____	

RFP No.: 2014-15-01

## Solicitation Overview

The City of Weslaco is soliciting qualifications for:

TITLE: Electrical Repair Services Contract  
RFP Number: 2014-15-01  
Due Date: 3:00 p.m., November 7, 2014  
Location: City of Weslaco, Purchasing Division  
255 S. Kansas  
Weslaco, Texas 78599

### Pre-Submittal Conference:

Date: October 30, 2014  
Time: 3:30 p.m.  
Location: City Hall, Purchasing Office Conference Room A  
255 S. Kansas  
Weslaco, Texas 78599

*This conference is recommended, but not mandatory*

### Public Opening of Submittals:

There will be a public opening of submittals in the Purchasing Division conference room immediately following the submission due time/date. Only the names of submitters will be read aloud. Interested parties are invited to attend.

### Written Questions:

#### Submit written questions to:

Homer Rhodes, Purchasing Agent at [hrodes@weslacotx.gov](mailto:hrodes@weslacotx.gov)

David Salinas, Utilities Director at [dsalinas@weslacotx.gov](mailto:dsalinas@weslacotx.gov)

Trinidad Cantu, Assistant Utilities Director [trinidad.cantu@eweslacotx.gov](mailto:trinidad.cantu@eweslacotx.gov)

Questions may be submitted through 3:00 p.m., October 30, 2014.

No verbal questions will be accepted.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

City of Weslaco, Texas  
Public Utilities Department

**REQUEST FOR PROPOSAL**

**Sealed** Request for proposals, **plainly marked RFP #2014-15-01 “Electrical Repair Services Contract” on the outside of the mailing envelope as well as the sealed envelope**, addressed to the Finance/Purchasing Department, City Hall, 255 South Kansas Avenue, Weslaco, Texas, 78596, will be accepted until 3:00 p.m. October 30, 2014.

The City of Weslaco is soliciting proposals from Licensed Electricians that are experienced in electrical repairs/services to commercial, industrial, and residential facilities.

If you have any questions or would like to obtain the Request for Proposal specifications, you may call the Homer Rhodes, Purchaser II at 956-968-3181, or visit the Finance/Purchasing Department at the above address. **Continue below for the complete bid.**

The City of Weslaco reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

### Scope of Work

1. The Licensed Electrician (hereafter referred to as Contractor) will be required to perform services specified herein. The successful contractor will be expected to enter into a service contract with the City of Weslaco, consistent with the terms of this Request for Proposal (RFP) and Contractor's submitted Proposal.
2. During the course of a year the Public Utilities Department requires electrical repair services for its municipal facilities. Some work is of a scheduled nature and other work is of an emergency nature.
3. Service shall be provided by the contractor on an as needed basis. By seeking proposals from contractors, the City does not represent that it will utilize the successful Contractor's services any guaranteed number of times over the course of the year.
4. As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.
5. The Contractor agrees to be the city's Electrical Contractor for maintenance work on municipal facilities including industrial electrical work, commercial work, and motors and motor controls.
6. The Contractor understands that any job, including material and labor, exceeding five thousand dollars (\$5,000.00) shall be submitted to the Public Utilities Director or his designee for review. The City reserves the right to place out to bid, or solicit quotes from other vendors for any job that is estimated to go over this amount.
7. The Contractor must comply with all local and State laws, rules and regulations for an electrician and possess a valid State of Texas Master Electrician's License.
8. The City of Weslaco prefers that the Contractor be on call on a 24-hour basis for any emergency that may occur. Response time to emergencies and routine requests is expected to be timely and proposals will be reviewed based in part on the Contractor's ability to provide 24- hours service and by firm commitments to respond timely to both scheduled and emergency situations.
9. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent electrical supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City of Weslaco. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.
10. The City of Weslaco shall retain the right to terminate this Contract with seven- (7) day notice should the Contractor fail to perform work in a workman like manner or perform the work within the demands and time constraints established by the City of Weslaco. Failure to maintain a valid Electricians License and/or to maintain insurance coverage is grounds for

immediate termination of the Contract. The City reserves the right to utilize another electrician if contractor fails to respond timely to an emergency, Contractor shall invoice the City within 30 days of a completed service call. The City shall make payment within 30 days of receipt of invoice.

11. Contractor will be required to indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorney's fees) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

**SUBMITTAL REQUIREMENTS:** Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document;
2. At least three (3) references, including current contact name and phone number for similar contracts;
3. Completed Proposal Form, included in this document; and
4. Copy of electrician's license of all electricians who may be assigned this work.

Contractor may submit such additional information as it deems necessary or helpful to the City's evaluation process.

**EVALUATION CRITERIA:** Proposals will be evaluated using the following criteria:

1. Qualifications of contractor's electricians;
2. Contractor's reputation for timely, quality performance;
3. Rates;
4. Contractor's willingness to commitments to timely service; and
5. Ability to provide 24-hour emergency service;

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The City, at its discretion, may select a contractor outright or select a finalist(s) for in-person and/or telephone interviews.

**LENGTH OF SERVICE CONTRACT:** The Service Contract will remain in effect until one year from the date of award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

**SELECTION:** Upon selection, the contractor will receive a service contract and will be expected to execute the contract within 10 business days of receipt.

The City of Weslaco reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

**STATEMENT OF QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement to be submitted with Proposal.**

1. Name of Contractor
  
2. Permanent Main Office Address
  
3. Form of Entity
  
4. When Organized
  
5. Where Organized
  
6. How many years have you been engaged in the Electrical Repair business under your present name; also state names and dates of previous firm names, if any.
  
7. In the last five years, has Contractor ever been terminated from a contract or project?  
\_\_\_\_(no)\_\_\_\_(yes). If so, where and why?
  
8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?  
\_\_\_\_(no)\_\_\_\_(yes). If so, where and why?
  
9. Please identify the number of licensed electricians and helpers available to work on this contract?  
\_\_\_\_No. of electricians \_\_\_\_\_ \_\_No. of helpers
  
10. List the most important contracts entered into by Contractor in the last year (identify contracting party and term of contract).

**STATEMENT OF QUALIFICATIONS** (continued)

11. List your key personnel available for this contract.

The City of Weslaco reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20014.

Name of Contractor \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and

says that the Contractor is \_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary of Public

My Commission

## INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

### AMOUNT OF INSURANCE

- A) Comprehensive General Liability:  
Bodily injury or Property Damage -- \$1,000,000  
each occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage -- \$1,000,000  
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

### TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$500,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of Texas, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
  - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
  - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
  - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

### EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Service Contract. Written notice shall be given to the

