

# EXHIBIT "B"

## BID FORM

### HIDALGO COUNTY - BUILDING AND GROUNDS

#### "Elevators Repairs Maintenance Service"

Bid No.: 07-006-01-24-jmt

Bid opening Date: January 24, 2007 at 9:30 AM

BUILDING	COURTHOUSE	ADMINISTRATION	TOTAL COST
MONTHLY RATE:	2 - HYDRO / 280. <sup>00</sup> 2 - HYDRO / 280. <sup>00</sup>	2 - HYDRO / 280. <sup>00</sup> 2 - TRACTION / 360. <sup>00</sup>	\$ 1,200. <sup>00</sup>

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

Experience (years)

Training/Source

ROSS ROBERTS	MECHANIC (IUEC) / 30 YEARS
JASON CHENEY	MECHANIC (IUEC) / 12 YEARS
PAUL LEDESMA	MECHANIC (IUEC) / 15 YEARS
PETER MARES	MECHANIC (IUEC) / 18 YEARS

BIDDER/COMPANY NAME: KONE, INC.

ADDRESS: 12017 STARCREST DR.

CITY: SAN ANTONIO STATE: TEXAS ZIP CODE: 78247

PHONE No: (210) 491-0485 FAX No: (210) 491-9774

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

PRINTED NAME: KEVIN KISAMORE

TITLE: BRANCH MANAGER DATE: 1/18/2007

**Bid  
for  
THE COUNTY OF HIDALGO - BUILDING & GROUNDS  
"Elevators Repairs Maintenance Service"  
Bid No.: 07-006-01-24-jmt  
Bid Opening Date: January 24, 2007 at 9:30 AM**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
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Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: KONE, INC.

Address: 12017 STAZCUEST

SAN ANTONIO TX 78247

By: 

Printed Name: TREY WILLIAMSON

Title: SERVICE SALES ACCOUNT REP.

# EXHIBIT "A"

## HIDALGO COUNTY BUILDING AND GROUNDS

### "Elevators Repairs Maintenance Service"

Bid No.: 07-006-01-24-jmt

Bid Opening Date: January 24, 2007 at 9:30 AM

### SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

**SCOPE:** This contract is a full service type of contract. Contractor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Contractor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

**EQUIPMENT & LOCATION:** The following is a list of equipment to be serviced, its location, and point of contact.

Hidalgo County Administration Bldg.  
100 E. Cano  
Edinburg, Texas 78539

4 Elevators:  
2 to Second Floor only, on West side and  
2 to Fifth Floor on East side.

Hidalgo County Courthouse Bldg.  
100 N. Closner (HSO Substation)  
Edinburg, TX 78539

4 Elevators:  
1 to Basement only, on East side.  
1 to Third Floor only, on East side and  
2 to Fifth Floor on Main Lobby

(a) **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

1. Contractor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Contractor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(b) **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Contractor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Contractor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Contractor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Director/Interim Director, Hidalgo County Buildings & Grounds, stating the nature of the unsafe condition and recommended corrective action necessary.

**SITE VISIT:** Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Buildings & Grounds at (956)318-2646/ 2647.

**EXCLUDED ITEMS:** Contractor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

**REPLACEMENT PARTS:** Contractor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph 2 as follows:

(a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

(b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

**MAINTENANCE PROCEDURES AND RECORDS:** Contractor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director/Interim Director, Hidalgo County Buildings & Grounds, or his/her representative. Contractor shall submit the original service records to the Director/Interim Director, Hidalgo County Buildings & Grounds, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

**SERVICE CALLS:** Contractor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing service to Director/Interim Director, Hidalgo County Buildings & Grounds. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Contractor within ten (10) days by the Director/Interim Director, Hidalgo County Buildings & Grounds.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individuals phone number must be included in the list submitted above in the event of emergencies.

**EMERGENCY CALLS:** Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director/Interim Director, Hidalgo County Buildings & Grounds, or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director/Interim Director, Hidalgo County Buildings & Grounds, or his/her representative shall call the contractor as an emergency as defined above. Contractor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Contractor shall provide immediate response and have a technician on-site without delay.

(c) In the event contractor fails to respond in an appropriate or timely manner, the Director/Interim Director, Hidalgo County Buildings & Grounds, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the contractor at the contractor's expense.

(d) At the request of the Director/Interim Director, Hidalgo County Buildings & Grounds, contractor shall provide appropriate emergency training to Hidalgo County employees.

**ACCESS TO BUILDING:** Contractor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

**PROTECTION OF PROPERTY AND PREMISES:** Contractor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Contractor.

**MECHANIC QUALIFICATIONS:** Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric  
Traction Geared  
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the contractor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of contractor employees used in the performance of this contract will be considered.

## **GENERAL PROVISIONS**

**SCOPE OF CONTRACT:** This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

**CHANGES:** The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- (a) Description of services to be performed.
- (b) Time of performance (i.e. hours of day, days of week, etc.)
- (c) Place of performance of the services.
- (d) Correction of errors of a general administrative nature or other mistakes, the correction of which does to affect the scope of the contract, or does not result in expense to the Contractor.

**OPTION TO RENEW:** The County of Hidalgo 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.

**INSPECTION AND ACCEPTANCE:** The County of Hidalgo is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

**TERM:** The initial term of this contract will be for one (1) year period, with County's option to extend the contract for an additional year under the same terms and conditions. The County may terminate the contract upon thirty (30) days with advance written notice of Contractor.

**SUBCONTRACTING:** The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverages and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

**RESPONSIBILITY OF CONTRACTOR:** (a)The vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverages and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b)Interested vendors must have the capabilities to address tow or more repairs(jobs) at one time.

**NEW SITES:** The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

**AWARD:** Hidalgo County Building & Grounds reserves the right award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

**INSURANCE:** Comprehensive General Liability - Coverage shall be written on an occurrence basis. County of Hidalgo to be additional insured on General Liability. Coverage shall provide against the following risks:

- a. Broad Form Property Damage
- b. Independent Contractors
- c. XCU Hazards (explosion, collapse, and underground damage)
- d. Contractual Liability (arising from indemnity agreement in contract)
- e. Completed Operations
- f. Premises & Operations

Comprehensive General Liability (That provide as broad pollution coverage available) shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

- \$1,000, 000 - General Aggregate Limit
- \$1,000, 000 - Products - Completed Operations Aggregate Limit
- \$500, 000 - Personal and Advertising Injury Limit
- \$500, 000 - Each Occurrence Limit
- \$100, 000 - Fire Damage Limit
- \$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:  
\$500, 000 - Each occurrence for Bodily Injury and Property Damage

\$500, 000 - Annual Aggregate

Comprehensive Automobile Liability shall written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits

\$500, 000 - Combine single limit.

Workmen's Compensation - Texas Statutory Limit.

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

- (a) the contract expires**
- (b) delivery and acceptance of products and/or performance of service ordered, or**
- (c) terminated by County with sixty (60) day's written notice prior to cancellation.**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-07-00-00-00**

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for \_\_\_\_\_" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this 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 **Commissioner** 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 beginning \_\_\_\_\_, 2007, and ending on \_\_\_\_\_, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 coverages 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  
100 E. Cano  
Edinburg, Texas**

If to Company:

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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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 perform able in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2007.

COUNTY OF HIDALGO

By: J.D. Salinas, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By:

Printed Name:

Title: