



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

To: Norma L. Longoria
WIC Program Director

Via Fax: 381-0017

Attn: Margarita Gonzalez
WIC Administrative Assistant

From: Cris Villarreal, Buyer *CV*
Hidalgo County Purchasing Dept.

Date: June 3, 2008

Re: Bid No. 08-243 Approval of Specifications for "Floor Maintenance for WIC Clinics located in Hidalgo County"

Enclosed for your review are the following specifications for the above referenced project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Friday, June 6, 2008.

If you have any questions, please call me at 318-2626.

APPROVE



DISAPPROVE



FUNDS AVAILABILITY: Yes / No / Other (specify) _____

BUDGET ACCOUNT #: _____

Norma L Longoria
AUTHORIZED SIGNATURE

NORMA Longoria
PRINTED NAME

6/3/08
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM "Floor Maintenance for WIC-Clinics Located in Hidalgo County" Request for Bids No. 2008-243-07-02CGV

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

1. Floors will be maintained on a monthly basis for WIC locations as listed in Attachment 1.
2. Floors must be stripped, sealed and wax on a monthly basis.

Requirements:

1. Bidder will be responsible for removing furniture and placing back as originally set.
2. Bidder is also responsible for any damages within the cleaning site/area.
3. Bidder shall provide all necessary supplies, equipment, tools and/or any other materials required to render services.

Terms and Conditions:

1. Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.
2. Contract shall remain the same if additional clinics are added for service during the contract term.
3. Hidalgo 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.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. The County of Hidalgo reserves the right to hold bids for a period of ninety (90) days without taking action.

Additional Information:

- 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.
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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) **Time frame 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.

Attachment I

HIDALGO COUNTY - WIC PROGRAM "Floor Maintenance for WIC-Clinics Located in Hidalgo County" Request for Bids No. 2008-243-07-02CGV

Alamo WIC Clinic -1215
313 E. Business 83 Ste. 113
Alamo, Tx 78516

Alton WIC Clinic - 1214
3513 E. Main Ave
Alton, Tx 78

Alton WIC Clinic - 1231
3519 W. Main Ave. Ste. B
Alton, Tx

Donna WIC Clinic - 1206
301 S. 8th
Donna, Tx 78537

Edinburg WIC Clinic 1219
113 Dawson
Edinburg, Tx 78539

Edinburg Administration Office C.O.
3105 W, University Dr.
Edinburg, Tx 78539

La Joya WIC Clinic - 1210
204 W. 2nd
La Joya, Tx 78560

Las Milpas WIC Clinic - 1211
7013 S. Cage Suite F
Las Milpas, Tx 78

McAllen WIC Clinic - 1218
220 S. Bicentennial Ste. D
McAllen, Tx 78501

McAllen WIC Clinic -1230
3001 N. 23rd Ste. 8
McAllen, Tx 78501

Mercedes WIC Clinic - 1208
540 S. Texas
Mercedes, Tx 78570

North San Juan WIC Clinic - 1229
509 E. Earling
San Juan, Tx 78586

Pharr WIC Clinic - 1224
925 W. Sam Houston Ste. 3
Pharr, Tx 78577

San Carlos WIC Clinic - 1226
230 N. 86th
Edinburg, Tx 78539

Weslaco WIC Clinic - 1227
417 S. Oregon
Weslaco, Tx 78596

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

BID FORM

LOCATIONS:

MONTHLY RATE:

1.	Alamo WIC Clinic - 1215	\$ _____
2.	Alton WIC Clinic - 1214	\$ _____
3.	Alton Wic Clinic - 1231	\$ _____
4.	Donna WIC Clinic - 1206	\$ _____
5.	Edinburg WIC Clinic - 1219	\$ _____
6.	Edinburg Administration Office	\$ _____
7.	La Joya WIC Clinic - 1210	\$ _____
8.	Las Milipas WIC Clinic - 1211	\$ _____
9.	McAllen WIC Clinic - 1218	\$ _____
10.	McAllen WIC Clinic - 1230	\$ _____
11.	Mercedes WIC Clinic - 1208	\$ _____
12.	North San Juan WIC Clinic - 1229	\$ _____
13.	Pharr WIC Clinic - 1224	\$ _____
14.	San Carlos WIC Clinic - 1226	\$ _____
15.	Weslaco WIC Clinic - 1227	\$ _____

Term:

Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

Participating Bidders Information

COMPANY/BIDDER'S NAME: _____

ADDRESS: _____

MAILING ADDRESS: _____
 (If different from address)

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ **FAX No:** _____ **CELLULAR No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ **TITLE:** _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-000-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("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 locations at _____. 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 _____ and ending on _____ and may be extended at the sole discretion of County for an additional one (1) year term.

4. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. 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.

6. 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.

7. 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.

8. 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.

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

10.. 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.

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

12. 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.

13. 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 78539**

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 performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008 .

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

Approved by Commissioners' Court on, _____ day of _____, 2008 .

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

By: _____