

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF 100 STORAGE LOCKERS"
BID No: 2009-187--**-YZV**

SCOPE OF PROJECT:

The intention of this Request for Bids (RFB) is to solicit bids for a one year term contract for "Purchase of approximately one hundred (100) Storage Lockers" however Hidalgo County may purchase additional lockers if needed. All purchase(s) will be on an **"as needed"** basis only.

SPECIFICATIONS:

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications must meet or exceed the minimum requirements and/or specifications, including, but not limited to, the following:

- Made from industrial strength powder-coated square tube, bar stock and sheet steel
- With removable hanger rod
- One adjustable shelf
- With powder coated door
- Dimensions; 50 ¾" High x 19 ¾" Wide x 18 ⅛" Depth
- Color: Silver Locker with Navy Blue Powder Coated Door
- Storage Lockers to be unassembled
- Storage Lockers will not need to be installed by vendor

REQUIREMENTS:

- Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.
- The bidder awarded the contract shall not engage the services of a subcontractor without the prior written consent of Hidalgo County.

TERMS AND CONDITIONS:

1. The term of the contract will be in effect for a period of one (1) year from bid award date.
2. 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.
3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County has the authority to utilize State contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".

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.

- A) 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.
- B) 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.
- C) 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 of that the Vendor is requesting 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 a 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.

D) 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.

E) Dollar Limits 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.

11. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. All written inquiries will be accepted via facsimile no later than, Wednesday, Month **, 2009 at 5:00 p.m. to (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month **, 2009**