

EXHIBIT "A"  
HIDALGO COUNTY  
"MAINTENANCE & REPAIRS for ELEVATORS  
located in COUNTY OWNED BLDGS"  
BID NO.:2010-126-00-00-MEG

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**SPECIFICATIONS:**

Hidalgo County is seeking a contract for full service of Maintaining and repairs of elevators. Vendor (s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 ( American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

**SCOPE:**

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. 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.

**APPLICABLE STANDARDS:**

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

**GENERAL PROVISIONS**

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 Vendor.

**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. Richard Sunday, Director, Hidalgo County Facilities Management at (956)318-2646/ ext 4358.

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**LOCATIONS:** Elevators to be serviced, including but not limited to:

❖ **Hidalgo County Courthouse Building**

**100 N. Closner (HSO Substation)  
Edinburg, TX 78539**

**4 Elevators:** At the Hidalgo County Courthouse

- (2) Main lobby west side (cable-electric type-5 floors)
  - Elevator # 1 left
  - Elevator # 2 right
- (2) Are located on the northeast side and are (hydro-electric types-5 floors)
  - Elevator # 3 left
  - Elevator # 4 right

❖ **Hidalgo County Clerk Warehouse**

**317 N. Closner  
Edinburg, Texas 78539**

**1 Elevator**

- (1) elevator at the County Clerks Warehouse (hydro-electric type-2 floors)

❖ **Delta Building Warehouse**

**3100 S. Business Hwy 281  
Edinburg, Texas 78539**

**1 Elevator**

- (2) Store freight elevator (2 floors)
  - Elevator # 1 left North, Two story Freight Elevator, No Passengers
  - Elevator # 2 right South, Two story Freight Elevator, No Passengers

*The following Elevators will be undergoing modernization at these locations; these elevators will be under warranty for one year after completion of modernization. At the request Hidalgo County these elevators will be incorporate in this contract.*

❖ **Hidalgo County Administration Building**

**100 E. Cano  
Edinburg, Texas 78539**

**4 Elevators:** At the Hidalgo County Old Administration Building

- (2) Main lobby/Courtyard (hydro-electric- 5 floors)
  - Elevator # 1 left
  - Elevator # 2 right
- (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
  - Elevator # 3
- (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).
  - Elevator # 4

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*POC: Mr. Richard Sunday, Facilities Management  
Office 956-289-7858 x4358, Cell 956-457-6116*

**REQUIREMENTS:**

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.
2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the modernization is being conducted.
3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.

**EQUIPMENT:** The following is a list of equipment to be serviced.

(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, packing and packing gland, guide rails and guide shoes.

➤ **REPLACEMENT PARTS:**

Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators 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.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor 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. Vendor shall replace all wire ropes, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor 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. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

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2. Vendor 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 Attention of Hidalgo County Facilities Management Director Mr. Richard Sunday, stating the nature of the unsafe condition and recommended corrective action necessary.

**EXCLUDED ITEMS:**

Vendor 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.

**MAINTENANCE PROCEDURES AND RECORDS:**

Vendor 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, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, 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:**

Vendor 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) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. 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.

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(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 Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's 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, Hidalgo County Facilities Management 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, Hidalgo County Facilities Management, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.
- (b) Vendor shall provide immediate response and have a technician on-site without delay.
- (c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, 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 Vendor at the Vendor's expense.
- (d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

**ACCESS TO BUILDING:**

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points F of access, and other information necessary to insure optimum convenience to all concerned.

**PROTECTION OF PROPERTY AND PREMISES:**

Vendor 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 Vendor.

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**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  
Cable Traction  
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 Vendor to remove or replace any employee for just cause.
- (c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

**INSPECTION AND ACCEPTANCE:**

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor'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.

**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 coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

**RESPONSIBILITY OF VENDOR:**

- (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 coverage's 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.

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**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.

**TERM & CONDITIONS:**

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.
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 the next contract term.
3. Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. 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.
6. 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.
7. 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.
8. 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.
9. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.
10. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings
11. 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.

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**A. 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.

- C 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.
- C 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.
- C The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- C No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- C 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.

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**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.

**Additional Information:**

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.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, date, month, day, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. date, month, day, 2010.**