

**Bid No: 2010-000-00-00CGV**

**Buyer: CRIS VILLARREAL**

**Tel. No: (956) 318-2626**

**REQUEST FOR BIDS**

**Hidalgo County**  
Edinburg, Texas

**RFB Boiler Maintenance Service-Hidalgo County**  
\_\_\_\_\_, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-03

LEGAL NOTICE

**Bid No: 2010-000-00-00**

1. Sealed bids will be received for "**RFB Boiler Maintenance Service-Hidalgo County,**" in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and three (3) copies of all bids are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **BID NO.: 2010-000-00-00CGV- "RFB Boiler Maintenance Service-Hidalgo County"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, \_\_\_\_\_, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "REQUEST FOR BIDS 2010-000-00-00CGV RFB Boiler Maintenance Service-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, CPPB, Purchasing Agent  
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"RFB Boiler Maintenance Service-Hidalgo County"**
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditors' Office**  
**Ray Eufrazio, Auditor**  
**2808 So. Business Hwy 281**  
**Edinburg, TX 78539**  
**(956) 318-2511**

17. Schedule of Events

**Bid Opening, 9:30 AM** \_\_\_\_\_, **2010**  
 Award of Contract \_\_\_\_\_, 20\_\_  
 Commence Work or Deliver Products \_\_\_\_\_, 20\_\_

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract **for goods and services** exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

- 21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
    - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity

hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**RFB Boiler Maintenance Service-Hidalgo County**  
**Bid No: 2010-000-00-00CGV**  
\_\_\_\_\_, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. Business Hwy 281- New 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 ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT "A"

## HIDALGO COUNTY "BOILERS MAINTENANCE SERVICE" RFB No. \_\_\_\_\_

### SPECIFICATIONS/REQUIREMENTS AND OTHER TERMS & CONDITIONS

#### OVERVIEW:

Hidalgo County is seeking request for bids from qualified vendor(s) to contract for services for "Boilers Maintenance Service" on an "As Needed Basis" only for All County owned buildings. Vendor(s) shall provide all parts, labor and materials necessary for maintenance and repairs, including but not limited to, the following:

#### REQUIREMENTS:

1. All costs for inspections, repairs and maintenance shall be in an hourly/time repair rate which commences upon arrival at the job site.
2. All repair services (with parts percentage mark up rate, if applicable) will be on an As Needed Basis" only.
3. Vendor submitting a bid must use authorized licensed technicians for repairs, servicing and certificate of operation for any boiler equal 100 gallons or more.
4. Vendor must conduct an inspection test to all boilers as listed herein on the following safety controls once a year:

primary low water cutoff/ flow switch
high gas pressure switch
low gas pressure switch
high limit control – operating control
check heat exchanger tubes and manifold for water leaks
check butterfly water valves, ensure individual boilers can be isolated for emergencies (replace when necessary)
check centrifugal pumps & electric motors for grounding
start and operate boiler

5. Vendor must turn in report of inspection upon completion of test(s).
6. Boilers should be cleaned on an annual basis as follows: **clean boiler tubes; clean gas tubes & check igniters, adjust if necessary.**
7. All billing invoices must be itemized (parts, labor, etc...). Awarded vendor may be required to provide to the County Auditor's Office supporting documentation for Cost Plus and/or Mark-up list pricing contract.

8. Vendor(s) submitting a bid must warranty all worked performed.
9. Vendor must have been in business (in this field) for a minimum of three (3) years.
10. A list of a minimum of two (2) current references/contracts for any state, local political subdivision, private sector or any other Law Enforcement Agency must be submitted with your bid. Information should include, but not limited to the following:
  - a. Company Name
  - b. Contact Person
  - c. Telephone Number
  - d. Worked Performed
  - e. Contract Term

**APPLICABLE STANDARDS:**

Awarded vendor(s) shall perform all testing, inspection, repair, removal and installation in a safe manner in accordance with applicable laws and regulations, in addition to all Building Codes and State Safety Standards.

**LOCATIONS:** Hidalgo County has the several locations and different types (manufactured) of boilers to be serviced, including, but not limited as follows:

**Hidalgo County Sheriff's Office: (Detention Center)  
711 El Cibolo Rd, Edinburg Tx., 78540**

- Manufacturer: TELEDYNE LAARS
- Serial numbers: CO1F04569/CO1F04570
- Input-BTU-3'050.000
- Output- BTU- 2'501.000
- Natural Gas

**Hidalgo County Old Juvenile Department (Water Heater-Boiler)  
3100 S. Hwy 281, Edinburg, Texas 78539**

- Manufacturer: Rheem-Ruud Commercial
- M/N-G100-270A
- S/N-URNG0701G01061
- Input-BTU-270000
- Capacity-100 Gallons
- Natural Gas

**Hidalgo County Courthouse-Boiler  
100 N. Clossner, Edinburg, Texas 78539**

- Manufacturer: Williams & Davis
- Size-50
- M/N-780
- S/N-6312 1987
- BTU-2100/1000
- Voltage-120-60Hz

- Natural Gas

**New Juvenile Justice Center-Boilers**  
**1001 N. Doolittle Rd., Edinburg, Texas 78539**

1. Room A-114
  - Manufacturer: Rheem
  - M/N-E120A-12-6
  - S/N-RR0206E00529
  - Gallons-120
  - Year 2006
  - Electric-54Kw 480V/3Ph
2. Room D-141
  - Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-RR0206E00484
  - Gallons 120
  - Year-2006
  - 6000-Upper-6000-Lower-277V-1PH
3. Room C-151
  - Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-RR0206E00485
  - Gallons 120
  - 6000Upper-6000-Lower-277V-1PH
4. Room B-213
  - Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-0206E00486
  - Gallons 120
  - 600Upper-6000-Lower-277V-1PH
5. Room B-104
  - Manufacturer: Rheem
  - M/N-E120A-30-G
  - S/N-RR0206E00530
  - Gallons-120
  - 54Kw-240V-3PH
  - Year-2006
6. Room B-260
  - Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-RR0206E00487
  - Gallons-120

- 6000-Upper-6000-Lower-277V-1Ph
  - Year-2006
7. Room C-206
- Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-Cw0706RR0206E01282
  - Gallons-120
  - 6000-Upper-6000-Lower-277V-1PH
  - Year 2006
8. Room D-184
- Manufacturer: Rheem
  - M/N-ELD120-B
  - S/N-RR0206E00483
  - Gallons-120
  - 6000-Upper-6000-Lower-277V-1PH
  - Year-2006

**SUBSTANCE ABUSE TREATMENT FACILITY-BOILERS**

- 1.
- Manufacturer: RBL-Boiler
  - M/N-FW750
  - S/N-090747213
  - Input BTU-750000
  - Gallons-120-W/Storage Tank
  - Natural Gas
  - 120V
  - TX-INS#239128
  - Year-200BTU-750000
  - Gallons-120-W/Storage Tank
  - Natural Gas
  - 120V
  - TX-INS#239128
  - Year-2007
- 2.
- Manufacturer: A.O. Smith
  - M/N-BTR198-108
  - S/N-MG000956048
  - BTU Input-199000
  - Gallons-100
  - Natural Gas
- 3.
- Manufacturer: A.O. Smith

- M/N-BTR198-108
- S/N-MG000950046
- BTU Input-199000
- Gallons-100
- Natural Gas

**RESTITUTION CENTER-BOILERS**  
**1124 N. M. Rd, Edinburg, Texas 78539**

1.
  - Manufacturer: Rheem
  - M/N-ES120-+12-G
  - S/N-CW0200RR1099E00603
  - Gallons-120
  - 12Kw-208V-3PH

2.
  - Manufacturer: Rheem
  - M/N-ES120-12-G
  - S/N-CW200RR1099E00547
  - Gallons-120
  - 12Kw-208V-3PH

3.
  - Manufacturer: Rheem
  - M/N-ES120-12-G
  - S/N-KW0300RR030E00136
  - Gallons-120
  - 12Kw-208V-3Ph

**WESLACO BOOT CAMP- BOILERS**  
**1000 N. Doolittle Rd., Edinburg, Tx**

1.
  - Manufacturer: Rheem
  - M/N-ES120-54-G
  - S/N-CW0303RR1202E00237
  - Gallons-120
  - 54Kw-240V-3PH

2.
  - Manufacturer: Rheem
  - M/N-E120A-36-G
  - S/N-D0207RR0107E01017
  - Gallons-120
  - 36Kw-240V-3PH
  - Year-2006

- 3.

- Manufacturer: Rheem
- M/N-ES120-36-G
- S/N-CW1005RR0705E00060
- Gallons-120
- 36Kw-240V-3PH

4.

- State- Not in Use- Child Care
- M/N-SBF100260NETASME
- S/N-K02514379
- Gallons-100
- BTU-Inlet-260000
- Natural Gas
- Year-2002

**Point of Contact: Mr. Richard Sunday, Infrastructure Systems Manager, Facilities Management  
Office: 956-289-7858, ext. 4358, Cell: 956-457-6116**

**SERVICE CALLS:**

1. 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 regular basis, everyday, including weekends and holidays;
  - b. Travel time from and to area must be included on a cost per hourly fee basis.
2. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:
  - a. Point of Contact: Mr. Richard Sunday, Infrastructure Systems Manager, Facilities Management, or his/her representative shall call the Vendor as an emergency. Vendors shall respond on a twenty-four (24) hour-a-day basis, seven (7) days a week, including holidays.
  - b. Vendor shall provide immediate response and have a technician on-site without delay.
3. Vendor must also be available for trouble shooting via telephone. Response time for troubleshooting service calls shall be on a (24) hour-a-day basis, seven (7) days a week, including holidays.

**TERMS AND CONDITIONS:**

- The initial contract term will be for one (1) year with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.
- 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.
- Vendor must submit and maintain current all proper insurances for the duration of contract. (refer to exhibit c).

- Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- Hidalgo County reserves the right to award the bid to multiple vendors if the County determines it is in the best interest to do so.
- Any contract award 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 cancellation.
- 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.
- Hidalgo County has the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.
- Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates, terms and conditions including, but not limited to: renovations/modernizations of the buildings.

**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. 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.
  - b. 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.
  - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - e. 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.

**REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:**

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

**DISCLOSURE OF CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner,

**Edinburg, Texas 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

**ADDITIONAL INFORMATION:**

- 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.
- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us), BY NO LATER THAN, Wednesday, \_\_\_\_\_ BY 5:00 P.M.** Responses to said inquiries will be sent to all participants via facsimile or via email by no later than, Friday, \_\_\_\_\_ by 5:00 P.M.

# EXHIBIT "B"

## HIDALGO COUNTY "BOILERS MAINTENANCE SERVICE" BID PAGE

Repairs and/or maintenance services should be on an hourly/time repair rate with mark up rate for parts (if applicable). Any and all additional fees should be included in bid price (Reference to Exhibit "A" specifications).

**1. MECHANICAL SYSTEM:**

On-Site Service Time Period:	Technician Rate/Hour	Technician Helper Rate/Hour	Specify Normal Business Hours:	
Normal Business Hours	\$	\$	_____ A.M.	_____ P.M.
Evening/Overtime:	\$	\$		_____ P.M.
Weekends/Holidays	\$	\$	_____ A.M.	_____ P.M.

2. Mark Up (%) Rate for Electronics Parts: \_\_\_\_\_

3. Mark Up (%) Rate for Mechanical Parts: \_\_\_\_\_

4. Parts lot for PM purposes as recommended by vendor: \_\_\_\_\_

5. Trouble shooting (via-phone) fee per hour: \_\_\_\_\_

6. PLEASE STATE ALL WARRANTIES: \_\_\_\_\_

=====

**TERM:** Term of contract will be for one (1) year with County's option to extend for two (2) additional one (1) year terms.

VENDOR / COMPANY NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

PRINTED NAME \_\_\_\_\_ EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_



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 Director of Buildings and Grounds 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, \_\_\_\_\_ **2010** and ending on, \_\_\_\_\_, **2011** with the County's option to renew contract for two (2) additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

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:

14. 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.

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

16. 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.

17. 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 \_\_\_\_\_, 2010

Approved on Commissioners' Court \_\_\_\_\_

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Rene A. Ramirez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall LLP

By: \_\_\_\_\_  
Stephen L. Crain

DRAFT