

EXHIBIT "A"  
HIDALGO COUNTY FACILITIES MANAGEMENT  
"Service & Repairs of Chillers & General HVAC Equipment"  
BID NO.: 2010-138-00-00-MEG

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**SCOPE OF SERVICES:**

Hidalgo County is seeking for qualified bidders that can furnish all labor, equipment, materials and delivery of parts necessary to provide maintenance Services & Repairs for Chillers & General HVAC Equipment (all services project-related) for various locations within Hidalgo County. The services to be performed under this contract will include, but not limited to the following:

**REQUIREMENTS:**

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
2. All repairs and services (with mark up rates) will be on an "AS NEEDED BASIS-ONLY." There is no guaranteed of an annual volume, for either services and/or repairs.
3. Hidalgo County requires a copy of original invoice showing the markup percentage to insure verification of the markup percentage.
4. Vendor will provide original equipment manufacturer (OEM) repair parts.
5. All other equipment required to perform under this contract shall be considered part of the hourly rate.
6. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.
7. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
8. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Facilities Management Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.
9. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.
10. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
11. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
12. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications

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and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

13. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
14. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.
15. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

**BID AWARD:**

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:
  - a. The overall purchase price.
  - b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
  - c. The reputation of the bidder.
  - d. The quality of the bidder's goods or services from references.
  - e. The bidder's past performance.
- Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.
- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
  - a. When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
  - b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

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**BID PAGE**

- Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.
- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

**TERMS & CONDITIONS:**

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rates terms and conditions.
2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term
3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
5. 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) day"s written notice prior to cancellation.
6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate.
7. 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 advantage to the County.
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
9. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for

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any additional cost of such item.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
11. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

**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) **Timeframe 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)

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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.

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.

10. **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:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, month, day, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, FRIDAY, month, day, 2010 by 5:00 p.m.**