

APPROVED

E-13-140-04-09

AI-37906

10. E.

CC CONSENT

Meeting Date: 04/09/2013

Submitted For: Martha L. Salazar

Submitted By:

Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to extend the one (1) year renewal with G&K Services, Inc. with Contract #C-11-010A-04-26 for "Mats-Dust Mops And Shop Rags-Hidalgo County" with same rates, terms and conditions.

BACKGROUND

Effective as of May 1, 2013 with ending date of April 30, 2014.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Various Department Users/Accounts. Purchases/services are on an as needed basis. Please refer to attached expense report as of 3-28-13 for funding availability.

Attachments

Contract Documentation

Expense Report - Obj Code 343

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	03/28/2013 08:04 AM
Budget & Management	Ivan Cantu	03/28/2013 08:26 AM
Merlen P. Munoz	Merlen P. Munoz	03/28/2013 12:47 PM
Auditor's Office	Angela Garcia	04/05/2013 04:20 PM
Form Started By: Vangie Garcia		Started On: 03/25/2013 12:13 PM
Final Approval Date: 04/05/2013		



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 25, 2013

G&K Services Inc.
Attn: Mark Lewis, General Manager
410 Probandt
San Antonio, Texas 78204

Via Email: mlewis01@gkservices.com
Certified Mail: 7099-3220-0002-9745-1444

Re: Extension Of Service Contract No: **C-11-010-04-26**
"Mats-Dust Mops & Shop Rags"

Dear Mr. Lewis:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend **the one (1) year term** as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, April 9, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Tuesday, March 26, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: 3/25/2013

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-010A-04-26

THIS AGREEMENT (the "Agreement") is entered into effective as of the 26th day of April, 2011 by and between G&K Services, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Mats-Dust Mops & Shop Rags", (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two (2) years and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of two (2) years, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on May 1, 2011 and expire on April 30, 2013 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: G&K Services, Inc.
5995 Opus Parkway
Minnetonka, MN 55343

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the

valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

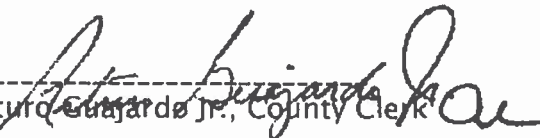
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefore pending before any department or agency of Hidalgo

County.

- (2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

ATTEST:


Arturo Guajardo Jr., County Clerk


COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/21/11 RD

COMPANY:

G&K Services, Inc.

By: 
Printed Name: Mark Linn
Title: General Manager

APPROVED AS TO FORM:

Atlas & Hall, LLP


Stephen L. Crain

Approved By Commissioners Court: April 26, 2011

Hidalgo County Purchasing
"MATS-DUST MOPS AND SHOP RAGS"
2011-010A-03-09-SGS
Awarded Items

G & K SERVICES

Product#1- Floor Mats-Non Slip	ESTIMATED QUANTITY	UNIT COST	WEEKLY COST
3'x4'	5	1.55	7.75
3'x5'	98	1.55	151.90
3'x5' scrapper	12	0.90	10.80
* 3" x 10"	12	2.85	34.20
4'x6'	100	2.05	205.00
4'x6' scrapper	10	1.60	16.10
* 5' x 8'	4	3.50	14.00
* 5' x 8' (w/ Hidalgo Sheriff's Office Logo)	1	3.50	3.50
Product#2-Dry / Dust Mops (handles & frames to be included)			
Color /Material: <u>red- green-blue/synthetic backing Infinity twist yarn</u>			
24"	135	0.30	40.50
36"	150	0.39	58.50
48"	60	0.51	30.60
Dust Forever Mops	30	0.30	9.00
* Product #3 – Wipers Color: Red			
18x18	100	0.05	15.00
Lost Items- Wipers-Grid Towels-Shop Towels	-	.45/0.45/35	-
Product #4-Wet Mops			
<u>24oz - cotton/synthetic blend</u>			
32 oz	100	0.49	49.00
Product #5- Grid Towels			
Material/ Size: <u>Terry</u>			
18 x 20	160	0.10	16.00
Product #6- Shop Rags Color: Red			
18 x 18	300	0.05	15.00
Product #7- Yellow Duster Wiper			
18 x 22	20	0.10	2.00

-- Pursuant to Commissioner's Court action taken on 05/17/11, items marked with an asterisk (*) were awarded to G & K Services.