

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office "Jail"
"Kitchen Equipment & Appliances Maintenance and Repair Services"
RFB No.: 2018-002-00-00-FAZ

PROJECT OVERVIEW:

Hidalgo County Sheriff's Office "Jail" is seeking to contract with a qualified bidder to conduct the service for "Kitchen Equipment & Appliances Maintenance and Repair Services" at the County Jail". Services will include all labor, parts, materials, tools, equipment, and supervision for such maintenance and repairs from certified, licensed vendors.

SPECIFICATIONS/REQUIREMENTS:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any Response that does not meet the minimum requirements and/or specifications may be rejected.

- 1) **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. Monday thru Friday 8:00 am – 5:00 pm (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- 2) **Replacement Parts:**
 - a) All replacement manufactured parts will be provided pursuant to the term contract.
 - b) The time frame for shipping/delivery of orders within 48-72 hours from order date during business hours.
 - c) Any parts or items on back-order, notify within 24 hours of placing an order during business hours.
- 3) **All prices:** for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up; (if applicable). **Any and all additional fees should be included in bid price.** (Exhibit "B").
- 4) **Manufacturer Price List:** Pricing should be based on a discount from a manufacturer's price list or catalog or fixed price or a combination of both with indefinite quantities. An Electronic Catalog and/or price lists must accompany invoices upon submitting for payment.
- 5) **Award Vendor:** Upon submitting invoices for Mark up prices, must provide invoices in a format as SAMPLED in Exhibit "B" with all supporting documentation. Any additional item(s) that might be needed/required and not herein specified shall be honored with the terms of this contract.
- 6) **Service Calls:** All service calls will have a response time within twelve (12) hours.
- 7) **All services:** will be done on an "**As Needed Basis**".
- 8) **Workmanship:** All work shall be completed in a neat and orderly fashion. All debris shall be cleaned up and removed.
- 9) **Vendors:** submitting a bid must warranty all services performed/parts.
- 10) **All workers:** shall wear a Company uniform and ID badge as required.
- 11) Costs are to be net F.O.B. County Prepaid.
- 12) All work for repairs must be performed on a time and materials basis.
- 13) If required a second Technician may be utilized for assistance, but only on an "**As Needed Basis**"

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Equipment to be covered under Service Agreement, but not limited to;

	MODEL	DESCRIPTION	SERIAL #
1)	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2002177
2)	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2004677
3)	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4)	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5)	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6)	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7)	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8)	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9)	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10)	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11)	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12)	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13)	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14)	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15)	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16)	84186	Hobart Buffalo Chopper	561-146623
17)	2612C	Hobart Food Slicer	146745/146747
18)	WS 55	Hobart Compact Water Softener	00741129
19)	CE 10FD	Hobart Combi Oven	DR 1000804
20)	2612 C	Hobart Food Slicer	561146745
21)	FT900S	Hobart Dish Washing Machine	271192621
22)	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
23)	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

The specifications/requirements listed above are intended as an aid to the Vendor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Vendor in accordance with the terms of this contract.

METHOD OF AWARD may be awarded on a **lowest** Hourly rate received, **lowest** % Markup (if applicable) for parts and the response time.

For items under Manufacturer's warranty, the warranty will prevail until the expiration of that warranty, thereafter this agreement will commence.

TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Vendor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

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If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Vendor in the presence of the County's representative for proper operation before and after completion of the work.

TERMS & CONDITIONS:

- 1) The term of the contract shall be for a period of one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms, and conditions.
- 2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for the unforeseen delay in award of new bid for next contract term.
- 3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4) Hidalgo County will seek purchases and/or services from state awarded vendors whenever 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) Hidalgo County reserves the right to award the bid to one or to multiple vendors, whichever is in the best interest of the County.
- 7) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 8) Any contract awarded to a successful awarded vendor(s) will be in effect until;
 - (a) The contract expires
 - (b) Delivery and acceptance of products and/or performance of service ordered, or
 - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
- 9) Hidalgo County reserves the right to award the canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
- 10) The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.
- 11) The vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting a bid (if necessary).
- 12) **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with vendors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

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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 Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of the 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 vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the 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) **The 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) 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

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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:

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, Attn: Matilde "Maty" Faz, 2802 S. Bus. Hwy. 281, Edinburg, TX 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED

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.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE and/or EMAIL NO LATER THAN, Monday, Month 00, 2017 by 5:00 p.m. Central Time Responses to said inquiries will be sent to all applicants via email by no later than Wednesday, Month 00, 2017 by 5:00 P.M. Central Time