

EXHIBIT "A"  
HIDALGO COUNTY (All Funding Sources, Programs and Entities)  
"Mats, Dust Mops & Shop Rags & Towels"  
BID No.: 2020-042-03-18-TDL

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**Scope of Work:**

Hidalgo County is seeking sealed bids from qualified vendors to provide services for the scheduled delivery of clean non-slip mats, all mops (*i.e. dust, wet etc.*) shop rags, and other janitorial items to the listed Hidalgo County Departments as referenced in **Attachment I-Location Sites**.

**Specifications/ Requirements:**

1. Vendor(s) shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** to location sites specified on **Attachment I** included herein.
2. Vendor(s) must refer to **Attachment I** which contains the list of all departments to be serviced, with the County's option to add or delete future sites when necessary.
3. Vendor(s) shall obtain an **authorized signature** from the listed departments for each delivery. A copy of the shipping or delivery ticket shall be furnished to the respective County department.
4. Vendor(s) shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before 3:00 p.m. Exception will be made if a Holiday falls on the delivery day. In this event, mats, dust mops, and shop rags will be delivered the next working business day following the Holiday.
5. Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.
6. Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly and/or monthly basis.
7. Hidalgo County requires that the vendor(s) replace at no charge and as needed, mats that are warped or torn, so as to prevent any accidents and/or injury from occurring due to stumbling or falling. All mats must be replaced within one week from the day notification is made.
8. For each order of dust mops, wet mops and dry mops, the handles and frames are to be included.
9. Sealed bid(s) will be reviewed based on the following: a) total cost; b) promptness of deliver; and c) references.
10. Hidalgo County requires the vendor(s) replaces any/all lost items at no additional charge.

**TERMS AND CONDITIONS:**

1. Contract term will be for a period of two (2) years with the County's option to extend for an additional one (1) year term under the same rates, terms 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 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 reserves the right to award the bid to one (1) or multiple bidders if the County determines it is in the best interest to do so.
5. Hidalgo County has the authority to utilize State contracts or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

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6. Hidalgo County reserves the right to add or delete items and/or future sites throughout the contract term under the same rates, terms and conditions.
7. Hidalgo County does not allow vendor(s) to subcontract the service without the expressed, written consent of the County.
8. Insurance requirements for this project must be maintained throughout the contract term with the limits as stated in Exhibit "C".
9. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
10. 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.
11. Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement under the same rates terms 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:

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

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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.

**ADDITIONAL INFORMATION:**

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

**TELEPHONE CALLS WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or via e-mail to: [tanya.delira@co.hidalgo.tx.us](mailto:tanya.delira@co.hidalgo.tx.us) no later than, Monday **March 09, 2020 by 5:00 PM**. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than Wednesday **March 11, 2020 by 5:00 PM**.