

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve specifications for Bid #2014-B01 A/C & Heating Countywide and authorize Purchasing to solicit for bid and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 17, 2013	N/A

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza/Maiorka	COBB	N/A

**SUMMARY**

See attached specifications

FILED: 09 17 2013  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 28304 VOL V PG 23

**INVITATION FOR BID**  
**ANNUAL CONTRACT FOR AIR CONDITIONING AND HEATING SERVICES**  
**COUNTYWIDE**

**HAYS COUNTY, TEXAS**

**BID #2014-B01**

Please submit your bid to:

**Hays County Purchasing Office  
712 S Stagecoach Trail Suite 1071  
San Marcos, Texas 78666**

The enclosed specifications are for your convenience in submitting a bid for the enclosed referenced services for Hays County.

Sealed bids shall be received **no later than:**

**2:00 p.m. Thursday, October 3, 2013  
Mark envelope: A/C and Heating Services Bid #2014-B01**

**IT IS UNDERSTOOD THAT** Hays County, reserves the right to accept or reject any and/all bids as it shall deem to be in the best interest of Hays County. Sealed bids may be hand-delivered or mailed to the Hays County Purchasing Office, 712 S Stagecoach Trail, Ste. 1071, San Marcos, Texas 78666. **Facsimile transmittals will not be accepted.**

**Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.**

**ALTERING BIDS:** Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWING OF BID:** A bid may be withdrawn at any time prior to the official opening. After the opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all known to have received a copy of this IFB. Bidders shall acknowledge receipt of all addenda.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners Court. If sufficient funding is not made available, then this contract shall become null and void.

**BIDS WILL BE** received and publicly opened at the location, date and time stated above. Bidders, their representatives and interested persons may be present.

**CONTRACT:** This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County.

**BIDDER AGREES,** if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days unless a different period is noted by bidder.

**CONTINUING NON-PERFORMANCE** of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

**INVOICES** shall be sent directly to the Hays County Auditor's Office, 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. Payments will be processed after notification that all services/supplies have been rendered satisfactorily and no unauthorized have been rendered.

Hays County terms of invoice are net thirty (30) days from invoice date.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

The County reserves the right to accept in part or in whole any bids submitted, and waive any technicalities for the best interest of the County.

**The bid award** shall be based on but not necessarily limited to, the following factors;

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hay's County's evaluation of vendors ability

**TERM:** the term of this contract is from October 2013 through October 2014 to renew for three (3) additional one year terms at the discretion of the Hays County Commissioners Court. Price re-determination will be considered at the time renewal is considered.

## 2. BIDDING REQUIREMENTS

**REFERENCES:** Hays County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

**RESPONSIBILITY:** a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

**FORMS:** all bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**ESTIMATED QUANTITIES:** Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**PURCHASE ORDER: A PURCHASE ORDER IS REQUIRED FOR ANY WORK ORDER/INVOICE THAT WILL EXCEED \$500.00** for products and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment. No work is to be performed until a purchase order is acquired for any amount over \$500.00.

**COMPLIANCE WITH LAWS:** the successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid.

## 3. BID SPECIFICATIONS

The service will be on an "On Call" basis for all Hays County buildings.

**Point of contact for contract administration: Daniel Villegas, Hays County Maintenance Department, 512-393-7644.**

The contractor shall be responsible for responding to telephone calls from Hays County Maintenance Department personnel only.

Contractor will supply all necessary personnel, tools, and equipment to accomplish emergency air conditioning and heating repairs and routine A/C and heating jobs on an "On Call" basis. This is to include but may not be limited to remodel work. All costs rates, except for repair parts and materials supplied by the contractor, will be billed separately from the labor.

Response time after receiving a call for routine services will be no longer than three (3) hours from the time contact has been made with the Contractor or the Contractors answering service until time of arrival at the specified service location.

A pre-job conference will be required on all non-emergency electrical work.

The hourly rate for the service call will commence when the contractor arrives at the specified location and contacts the appropriate county personnel.

Contractor shall be fully licensed to perform A/C and heating work in Hays County and any other County jurisdiction. A copy of licenses shall be furnished upon request.

Contractor must be able to provide A/C and heating service for residential and commercial buildings. All work performed must meet the job specifications, the most current A/C and heating code, and the most current local jurisdiction requirements.

Contractor will be required to furnish a copy of certificate of insurance from an admitted company or an eligible surplus lines carrier, as defined in the Texas Insurance Code, article 1.14-2. A copy must be included and attached to this Invitation for Bid.

**Contractor will be required to furnish statutory workers compensation.**

Contractor will be required to perform monthly filter changes designated by the Maintenance Department. Contractor will also be required to perform one (1) preventive maintenance call per unit per year. Hays County will provide filters.

**HAYS COUNTY BID FORM**

**AIR CONDITIONING AND HEATING SERVICES  
BID #2014-B01**

**BID DUE: THURSDAY OCTOBER 3, 2013 NO LATER THAN 2:00 P.M.**

**NAME OF BIDDER** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE ( )** \_\_\_\_\_ **FAX ( )** \_\_\_\_\_

**Contractor will bid an hourly rate for normal working hours (7:00 a.m.-5:00 p.m.); after hours (5:00 p.m.-10:00 p.m.); and weekends and holidays. Hourly rates will be bid for performance of work in the following categories:**

1. An experienced, licensed AIR CONDITIONING & HEATING TECH, qualified to perform all types of A/C & Heating services:

<u>Hours</u>	<u>Hourly Rate</u>
Regular hours	_____
After hours	_____
Week-ends	_____
Holidays	_____

2. An experienced tech helper:

<u>Hours</u>	<u>Hourly Rate</u>
Regular hours	_____
After hours	_____
Week-ends	_____
Holidays	_____

**PARTS: Mark-up percentage from cost \_\_\_\_\_%**

**HEAVY EQUIPMENT** such as but not limited to backhoes, cranes, etc. will be charged at an hourly rate. The rate per hour will be \_\_\_\_\_.

**PERMITS:** After coordinating with the Hays County Building Maintenance Department the contractor will be responsible for obtaining all necessary permits.

**Award of this contract will be based on the lowest hourly rates, ability to meet response time requirements, and the mark-up from cost.**

**The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications, and special provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.**

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

**Date** \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Signer

\_\_\_\_\_  
Name of Company

**INVITATION FOR BID  
AIR CONDITIONING & HEATING SERVICES  
BID #2014-B01  
HAYS COUNTY, TEXAS**

**\*CONTRACT\***

**STATE OF TEXAS  
COUNTY OF HAYS**

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on \_\_\_\_\_, 20\_\_ award a contract to \_\_\_\_\_ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and**

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

**WITNESSETH**

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes. THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

**Prior Agreements Superseded**

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.



**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY \_\_\_\_\_  
COUNTY JUDGE

ATTEST: \_\_\_\_\_  
Liz Gonzalez, Hays County Clerk

**\*\*Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

**Vendor/Bidder's Affirmation**

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
  
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
  
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

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Name of Contracting Company

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Contact Name

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Title

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Mailing Address

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City State Zip Code

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Signature of Company Official Authorizing Bid/Offer

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Printed Name

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Phone Fax E-mail address

## **Conflict of Interest Disclosure**

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at  
[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk  
712 S Stagecoach Trail  
San Marcos, Texas 78666