

Hidalgo County - Auctioneer Services

BID NO. 07-069-05-02-ROL

Comparison Chart

<u>Bond & Bond Auctioneers</u>	<u>Abrego Towing & Storage, LLC</u>
Percentage of Gross Sales: Towing Fees (Cars, Pick-ups, Suv's): Towing Fee for Semi Tractor, Semi Trailers, Heavy Machinery:	Percentage of Gross Sales: 10% Towing Fees (Cars, Pick-ups, Suv's): \$75.00 Towing Service Towing Fee for Semi Tractor, Semi Trailers, Heavy Machinery: \$250.00 Towing Service
1) Vendor will purchase insurance within 10 working days upon notification of award. 2) No GDN "p" number submitted with Bid Packet.	1) All required form and insurances were submitted with bid.
Does Vendor Meet All Specifications: NO	Does Vendor Meet All Specifications: Yes




HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Purchasing Agent
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

By: Richard Ozuna, Lieutenant 

DATE: June 06, 2007

RE: Bid No. 07-069-05-02-ROL Auctioneer Services

We have received and reviewed the bid tabulation submitted by your office reference Bid No. 07-069-05-02-ROL. We are, therefore, in agreement with your recommendations that Abrego Towing & Storage met all specifications and/or requirements.

For any additional information please contact Lieutenant Richard Ozuna telephone number (956) 393-6022.

Rolando.Flores

From: Roy Cazares [rcazares_hcda@yahoo.com]
Sent: Monday, June 04, 2007 1:23 PM
To: Rolando.Flores
Subject: Recommendation for Acutioneer Services

Roli,

I agree with you that Abrego's is the vendor that met the specs. Joe Bond was cheaper and willing to make any changes but he weren't ready and I didn't agree with 1 single camera.

Abrego's is my choice.

Roy Cazares
Hidalgo County
District Attorney's Office

Pinpoint customers who are looking for what you sell.

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[Handwritten Signature]
 6/6/07

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-069-05-02-ROL

THIS CONTRACT is made and entered into this ____ day of _____, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for " _____ " of ____ (the "Services"); and

DRAFT

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

DRAFT

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

DRAFT

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

COUNTY OF HIDALGO

ATTEST:

DRAFT

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____