

# Memorandum

**To:** Purchasing Dept.  
**Attn:** Cris Villarreal  
**From:** Noe Montez *NM*  
**Date:** 1/23/2008  
**Re:** Quotes for the "Waste Water Management System" project.

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Please be advised that Pct. 1 is recommending award to sole bidder for the above referenced project.  
If you have any questions or need additional information please call.

Thanks

Noe Montez



# PURCHASING DEPARTMENT

## County Of Hidalgo

### MEMORANDUM

Revised

TO: Hon Sylvia Handy, Commissioner  
Hidalgo County Precinct No. 1  
Via Fax: 956-973-7804

ATTN: Joseph Palacios, Chief Administrator

FROM: Cris Villarreal, Buyer *C.V.*  
Hidalgo County Purchasing Department

DATE: January 23, 2008

RE: Quotes for the "Waste Water Management System", project.

Enclosed, for your review, comments and recommendations, please find a copy of the sole bid received for the above referenced bid project.

Please submit your recommendation including budget information no later than Wednesday, January 23, 2007, by 4:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, January 29, 2008 for award of bid.

If you have any questions in regards, please call me at 318-2626.

APPROVE



DISAPPROVE



FUNDS AVAILABILITY: Yes No / Other (specify) \_\_\_\_\_

BUDGET ACCOUNT # 8-1211-452-00-121-013-0-350

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

*Noe Monter*  
PRINTED NAME

*1/23/08*  
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

# HIDALGO COUNTY PURCHASING DEPARTMENT RFSQ TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No.1

RFSQ ACCEPTANCE DATE: January 18, 2008

RFSQ OPENING TIME: 3:00 P.M.

DESCRIPTION OF RFSQ PROJECT: "Waste Water Management System"

RFSQ NO: 2008-011-01-18CGV

RFSQ NO.	NAME OF COMPANY	TOTAL QUOTE/BID PRICE
1.	Agustin Gomez DBA Gomez Waste Water Services	\$1,150.00 per month
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1

"WASTE WATER MANAGEMENT SYSTEM"

RFSQ NO.: 2008-011-01-18CGV

BID/QUOTE PAGE

I, Agustin Gomez, AM SUBMITTING A QUOTE/BID OF:  
PRINT NAME

PRICE PER WEEK/MONTH: \$ 1,150 / MONTH

OTHER FEES (If any, please explain or describe): \$ \_\_\_\_\_

Company Name: Agustin Gomez Wastewater Services

Address: P.O Box 1012

City/State/Zip: ELSA TX 78543

Phone/ Fax No.: (956) 373-3124 (FAX) 292-2044

Cell Phone No.: (956) 373-1220

Authorized Signature: Agustin Gomez

Printed Name: Agustin Gomez

Title: Certified Operator

Date: 1-11-08

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

*Be it known that*

**AGUSTIN GOMEZ**

*has fulfilled the requirements in accordance with the laws of the State of Texas for*

**Class A Wastewater Treatment Plant Operator**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

**AGUSTIN GOMEZ**

Is hereby licensed as a

**WASTEWATER TREATMENT OPERATOR**

Class	License Number	Expires
A	WW0002807	04/10/2008

*Executive Director*  
Texas Natural Resource Conservation Commission



LICENSEE SIGNATURE

*Quanita Rojas*  
SECTION MANAGER

Agustin Gomez

## Wastewater Services

I would like to thank the County of Hidalgo for giving me the opportunity in submitting a bid on the Wastewater Management contract. I've been rendering my services since 1996, and I am happy to say that I have been very comfortable working with Hidalgo County Pct.1 and its staff. Since then, I have assisted the county in obtaining its state permit, troubleshooting the facility and technical services. I will remain performing my job to the best of my ability, and by being awarded with the annual contract I will keep monitoring the facility at Delta Lake Park.

Thank you,

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**IBF-RFP-RFQ-RFI**

**BID OPENING DATE:** January 18, 2008

**BID OPENING TIME:** 3:00 P.M.

**DEPARTMENT/BID DESCRIPTION:** "Hidalgo County Precinct No. 1-Waste Water Management System"

**BID NO:** 2008-011-01-18CGV

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Victor H. Cancino	BLM Mail	CGV		PO Box 6364 McAllen, Tx. 78504
2. Juan M. Gonzalez	BLM Mail	CGV		5817 N. 25 <sup>th</sup> Lane McAllen, Tx. 78504
3. Javier G. Santiago	BLM Mail	CGV		8209 N. Bentsen Rd. McAllen, Tx. 78504
4. Noe DeLa Cruz	BLM Mail	CGV		PO Box 2436 Elsa, Tx 78543
5. Eliberto Gonzalez Jr.	BLM Mail	CGV		PO Box 1012 Elsa, Tx 78543
6. Agustin Gomez	IP	Mr. Gomez		PO box 1012 Elsa, Tx 78543
7.				
8.				
9.				
10.				

\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)



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 **Commissioner** 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.

3. This Contract shall be for a period beginning \_\_\_\_\_, **2008**, and ending on \_\_\_\_\_, **2008**, and may be extended at the sole discretion of County for an additional ninety(90) 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.

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:      COMPANY  
                                 ADDRESS  
                                 CITY, TX   \_\_

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.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2008.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Juan D. Salinas III, County Judge

ATTEST: \_\_\_\_\_

Arturo Guajardo, Jr., County Clerk

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
County Attorney

DRAFT