

REQUEST FOR BIDS
Citizens Collection Station in Monte Alto- Pct. 1
BID NO.: 2008-059-00-00CGV
EXHIBIT "A"

SPECIFICATIONS/ BID PAGE

Hidalgo County Precinct No. 1 is requesting bids to lease real property for the purpose of establishing a citizens recovery (collection) station, but not limited to the following:

SCOPE OF SERVICES

1. Property must be located in Precinct No. 1 the vicinity of Monte Alto, Texas.
 - Must have utilities of electricity and water;
 - Must have paved frontage access;
 - Area must be fenced;
2. Lease must be on a monthly basis;
Monthly premium of: _____
3. Must submit copy of property insurance;
4. Must provide legal description of property;
5. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;
6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;
7. **SEALED BIDS** will be accepted until 9:30 a.m. on Wednesday, _____, 2008 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED.**

TERMS AND CONDITIONS:

- Term of the lease would be for an initial period of five (5) years. County may elect to extend the term for an additional one (1) year under the same rates, terms and conditions by giving notice no later than thirty (30) days prior to expiration of the initial five year term;
- 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;

- Hidalgo County at its sole discretion may terminate agreement lease prior to the expiration of the initial five-year term or any subsequent renewal by issuing a ninety (90) day written notice of cancellation;

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NUMBER:

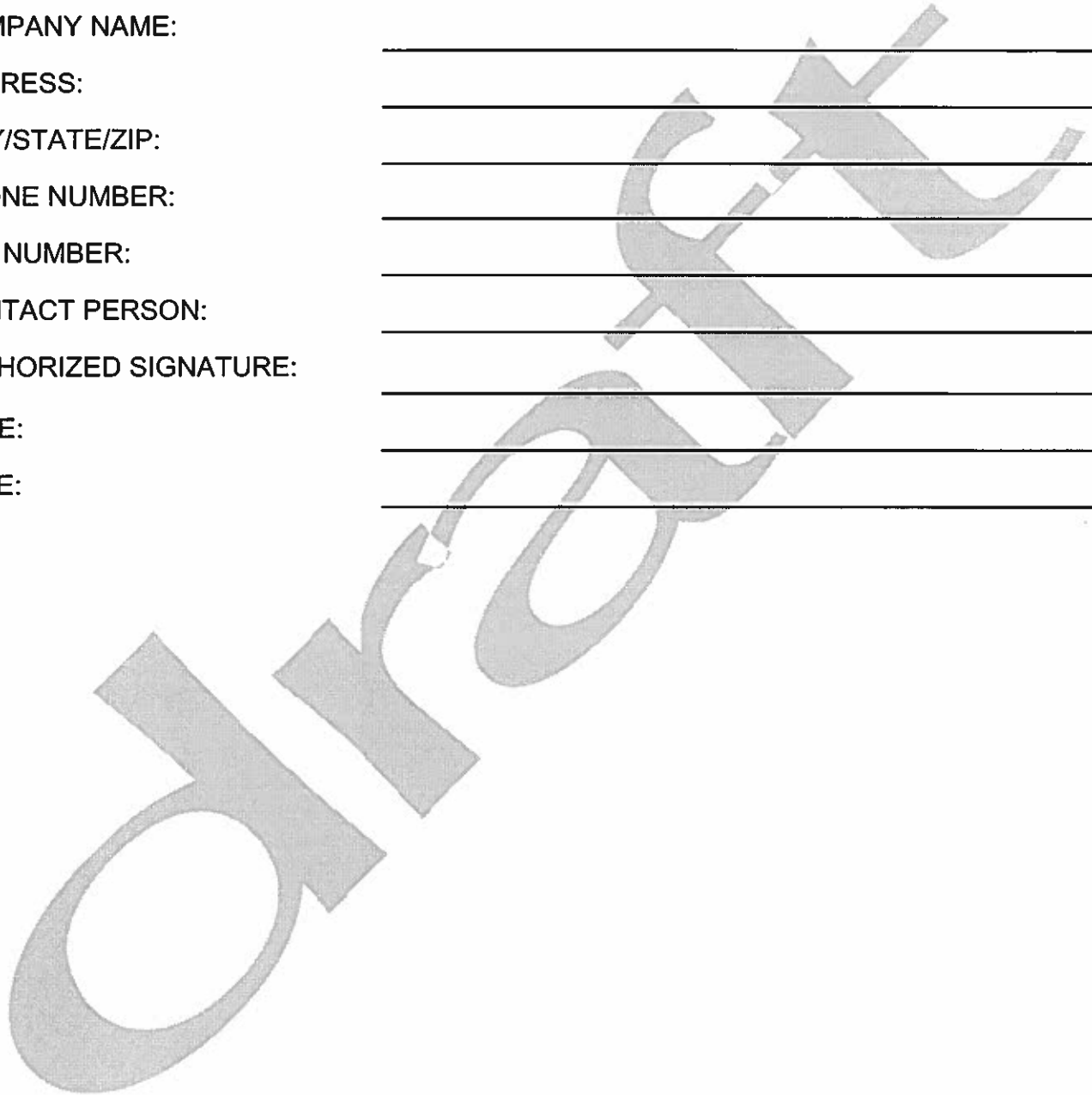
FAX NUMBER:

CONTACT PERSON:

AUTHORIZED SIGNATURE:

TITLE:

DATE:



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-000-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2008 by
and between the COUNTY OF HIDALGO, TEXAS ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to request for sealed bids for (" Citizens
Collection Station for Monte Alto in Precinct No. 1"); and

WHEREAS, Company submitted a quote to provide services in accordance with the
specifications as quote, a copy of such specifications and quote 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 quote 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 Hidalgo County for Project as listed on specification . 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 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 _____, 2009, 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

