

# MEMORANDUM

(revised specifications)

**To:** Daniel Flores  
Buildings and Grounds, Director      via: [daniel.flores@co.hidalgo.tx.us](mailto:daniel.flores@co.hidalgo.tx.us)

**Attn:** Javier Carreon  
Buildings and Grounds, Foreman

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** September 22, 2008

**Re:** RFB No. 2008-198-00-00-SMA-HIDALGO COUNTY-"FIRE EXTINGUISHER EQUIPMENT AND MAINTENANCE"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.


If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 8-1100-419-40-220-001-0-432

 \_\_\_\_\_ DANIEL Flores \_\_\_\_\_ 9/24/08  
AUTHORIZED SIGNATURE                      PRINTED NAME                      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Wednesday, September 24, 2008 @ 5:00p.m.**

Enclosures

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR BID**  
**"FIRE EXTINGUISHER EQUIPMENT AND**  
**MAINTENANCE SERVICE"**

**RFB: 2008-198-10-29-SMA**

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"FIRE EXTINGUISHER EQUIPMENT AND MAINTENANCE SERVICE"**  
**BID NO. 2008-198-10-29-SMA**

**SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS**

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**PROJECT OVERVIEW:**

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an as needed basis for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

**SPECIFICATIONS:**

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.
2. Vendor must provide site schedule addressed to Hidalgo County Buildings & Grounds.
3. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.
4. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.
5. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

<b>Hydrostatic Test Interval for Extinguishers</b>	
Extinguisher Type	Test Interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

6. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.
7. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall

be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent to coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a manner that they are readily accessible, fully charged, in operable condition, in their designated place and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

8. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and temper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.
9. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and temper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

#### **REQUIREMENTS:**

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor(s) will provide and maintain all the required Insurances and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

#### **TERMS & CONDITIONS:**

1. The term of the contract is **three (3) years initial period with County's option to extend for one (1) additional 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. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s)
4. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or

services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

5. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
8. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in it's best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification
12. All billing must be submitted to the designated department: (See following table)

**NOTE: The following locations are approximate amounts of fire extinguishers (subject to change locations and quantities).**

DEPARTMENT / LOCATION	APPROXIMATE QTY. OF EXTINGUISHERS
<b>REMIT BILLING TO HIDALGO COUNTY BUILDINGS &amp; GROUNDS</b>	
<b>HIDALGO COUNTY ADMINISTRATION BLDG.</b> 100 E. Cano Edinburg, Texas 78539	30
<b>HIDALGO COUNTY COURTHOUSE &amp; ANNEX I</b> 100 N. Closner Edinburg, Texas 78539	48
<b>ANNEX II</b> 101 S. 10 <sup>th</sup> Edinburg, Tx 78539	
<b>430<sup>TH</sup> DISTRICT COURT</b> 111 South 9 <sup>th</sup> Edinburg, Tx 78539	2
<b>BUILDINGS &amp; GROUNDS</b> 3100 S Bus. 281 Edinburg TX. 78539	15
<b>BUILDINGS &amp; GROUNDS-( Vehicles) UNITS:</b>	33

20, 22, 24, 25, 26, 27, 29, 30, 31, 32, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58	
<b>NEW ADMINISTRATION BUILDING</b> 2802 S. Bus. 281 Edinburg, Tx 78539	8
<b>Hidalgo County Juvenile Center (VACANT)</b> 3100 S. Hwy 281 Edinburg, Texas 78540 (956) 381-8600	10
<b>McAllen Sub-Station</b> 300 E. Hackberry (Rear) McAllen, Texas 78501	2
<b>Weslaco Sub-Station</b> 1902 Joe Stephens Weslaco, Texas 78596	2
<b>Hidalgo County Extension Service</b> 410 N. 13 <sup>th</sup> Edinburg, Texas Contact: Brad Cowen (956) 383-1026	6
<b>La Mansion (VACANT)</b> 2401 N Moorefield – (4) Mission, Tx.	9
<b>Mission Clinic</b> ½ Mile South Breyfogle Mission, Texas 78572	4
<b>Pct. 4 Pl. 1-Justice of the Peace, Charlie Espinoza</b> 212 N 12th Ave. Edinburg, Tx	3
<b>Pct. 2- Constable Gilbert Alaniz</b> 523 S. Standard San Juan, Tx	1
<b>REMIT BILLING TO HIDALGO COUNTY JUVENILE CENTER</b>	
<b>Hidalgo County Juvenile Justice Center (NEW BLDG.) and 449<sup>th</sup> District Court</b> 1001 N. Doolittle Rd. Edinburg, Tx 78534	42
<b>REMIT BILLING TO PCT.5 CONSTABLE</b>	
<b>Pct. 5- Constable (vehicles)</b> 335 W. 9nd Elsa, Tx	4
<b>REMIT BILLING TO HIDALGO COUNTY WIC PROGRAM- ADM. OFFICE</b> CONTACT: MARGARITA @ 381-4646	
<b>WIC Administration Office</b> 3105 W. University Drive Edinburg, Tx 78539	4
<b>WIC Cargo Vans</b>	3
<b>McAllen WIC Clinic 1203 (Modular Bldg)</b> 300 E. Hackberry McAllen, Texas 78501	2
<b>Donna WIC Clinic</b> 301 S. 8 <sup>th</sup> Donna, Texas 78537	2
<b>Mercedes WIC Clinic</b> 540 S. Texas Mercedes, Texas 78570	2
<b>La Joya WIC Clinic</b> 204 West 2 <sup>nd</sup> Street La Joya, Texas 78560	3
<b>Las Milpas WIC Clinic</b> 221 Suites A&B East Dicker Drive Las Milpas, Texas 78560	2
<b>Progreso WIC Clinic (Modular Bldg)</b> 5 Mi. South Business 83 on FM 1015 Progreso, Texas 78579	2
<b>San Juan WIC Clinic</b> 524 South Nebraska San Juan, Texas 78579	4
<b>Alton WIC Clinic</b> Between Glasscock & Shary Rd. Alton, Texas 78573	2
<b>Alamo WIC Clinic</b> 1033 West Frontage Expressway 83	4

Alamo, Texas 78516	
<b>Sullivan WIC Clinic</b> Highway 83 Sullivan, Texas 78596	3
<b>Mission WIC Clinic #2</b> 1209 Doherty Mission, Texas 78572	2
<b>McAllen WIC Clinic #2</b> 1201 Houston McAllen, Texas 78501	2
<b>Edinburg WIC Clinic #2</b> 113 Dawson Edinburg, Texas 78539	6
<b>Pharr WIC Clinic #2</b> 1000 E. Old Highway 83 Pharr, Texas 78577	2
<b>Hidalgo County WIC Annex Building</b> 3109 W. University Edinburg, Texas 78539	2
<b>Mobile Clinic</b> 3105 W. University Edinburg, Texas 78539	2
<b>Roma WIC Clinic</b> 1505 N. Grant, Suite 1 & 2 Roma, Tx 78584	3
<b>Rio Grande City WIC Clinic</b> 604 N. Grant Rio Grande City, Tx 78582	2
<b>HEALTH AND WIC CLINICS</b>	
<b>REMIT BILLING TO HIDALGO COUNTY BUILDINGS &amp; GROUNDS</b>	
<b>Edinburg Health &amp; WIC Clinics</b> 3105 E. Schunior Edinburg, Texas 78539	5
<b>Pharr Health &amp; WIC Clinics</b> 1903 N. Fir Pharr, Texas 78577	4
<b>Weslaco Health &amp; WIC Clinics</b> 1901 North Bridge Weslaco, Texas 78596	5
<b>Mission Health &amp; WIC Clinics</b> 211 South Schubach Mission, Texas 78572	2
<b>Hidalgo Health &amp; WIC Clinics</b> 702 E. Tejano Hidalgo, Texas 78577	4
<b>Elsa Health &amp; WIC Clinics</b> 708 E. Edinburg Elsa, Texas 78543	4
<b>REMIT BILLING TO HIDALGO COUNTY HEALTH DEPT.</b>	
<b>Hidalgo County Health Department (956) 383-6221</b> Central Office & Warehouse 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	20
<b>McAllen Clinic</b> 300 E. Hackberry McAllen, Texas 78501	3
<b>Mobile Clinic</b> 1304 South 25 <sup>th</sup> Street Edinburg, Texas	3
<b>Pulmonary</b> 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	3
<b>Trucks and Vans</b> 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	17
<b>REMIT BILLING TO HIDALGO COUNTY RESITUTION CENTER</b>	
<b>Hidalgo County Restitution Center</b> 1124 N. M. Rd Edinburg, Tx 78539 956-381-0733 Contact: Robert Lizcano	9
<b>Restitution (Vehicles)</b> Vans: #206-218,102-5247,102-5248,892-797,205-791	5

<b>REMIT BILLING TO HIDALGO COUNTY BOOT CAMP</b>	
<b>Hidalgo County Boot Camp</b> 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539 (956) 380-3311 Contact: Melissa Garza	
<b>Administration Building - (Boot Camp)</b>	3
<b>Alpha Company Billeets- (Boot Camp)</b>	2
<b>Bravo Company Billeets- (Boot Camp)</b>	2
<b>Vehicles: (Boot Camp)</b> Boot Camp Vans: 610-596, 772-423, 866-571 Shed	4
<b>REMIT BILLING TO HIDALGO COUNTY ADULT PROBATION</b>	
<b>Hidalgo County Adult Probation</b> 3100 S. Bus. Hwy. 281 Edinburg, Tx 78539 956-587-6000 Contact: Diana Solis	
Probation Dept Van # 761-532	1
<b>REMIT BILLING TO HIDALGO COUNTY SHERRIF'S OFFICE</b>	
<b>Hidalgo County Sheriff's Office</b> 711 El Cibolo Rd. Edinburg, Texas 78540 (956) 383-8114 Contact: Richard Ozuna	
Law Enforcement Center	8
Firing Range	1
Motor Pool	5
Academy	6
Detention Center	61
<b>REMIT BILLING TO HIDALGO COUNTY BUDGET &amp; MANAGEMENT-SAFETY DIVISION</b>	
Hidalgo County B & M-Safety Division 2818 S. Bus. Hwy. 281 Edinburg, Tx 78539 Contact: Roy Quintanilha	
Vehicles: Units: 1,2,3,4,5,6,7,8 & 9	9
<b>REMIT BILLING TO HIDALGO COUNTY HITDA TASK FORCE</b>	
Hidalgo County HITDA Task Force 3100 S. Closner Fox Trot Building Edinburg, Tx Contact: Sonia Lopez	
	3
<b>REMIT BILLING TO HIDALGO COUNTY PCT. 1</b>	
<b>Hidalgo County Precinct No. 1</b> 1902 Joe Stephens Ave. Weslaco, Texas 78596 (956) 968-8733	
Pct. 1-Shop	2
Pct. 1-Texas Parks & Wildlife-	1
Sunset Tire Shop	1
Roman's Office	1
Water & Sign Room	1
Gas Storage Tank	1
Diesel Storage Tank	1
Vehicles/Equipment Units# 1 thru 153	153
Sunset Guard House	1
Sanitation Office	1
Sanitation Storage	2
Mercedes Collection Center	1
Donna Collection Center	1
Monte Alto Collection Center	1
Sunset Collection Center	1
Monte Alto Veterans Park	1
Sunrise Pavilion Kitchen	1
North East Exit	1
South East Exit	1
Delta Shop	2
Tool Room	1
Delta Tool Booth	1
<b>REMIT BILLING TO J.P. GILBERT SAENZ</b>	
<b>Pct. 1 P1 1.- Justice of the Peace Gilbert Saenz</b> 1902 Joe Stephens Ave., Ste 301	
	2

Weslaco, Texas 78596	
<b>REMIT BILLING TO J.P. JESUS MORALES</b>	
<b>Pct. 1 Pl. 2 -Justice of the Pease Jesus Morales</b> 1902 Joe Stephens Ave., Ste. 302 Weslaco, Texas 78596	2
<b>REMIT BILLING TO HIDALGO COUNTY PCT. 2</b>	
<b>Hidalgo County Precinct No. 2</b> 301 E. State Pharr, Texas (956- 787-1891)	3
<b>Vehicle /Equipment- Pct. 2</b> 1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 15, 21, 22,, 28, 29, 30, 31, 32, 34, 35, 37, 43, 44, 46, 50	25
<b>Pct. 2 -Shop</b> 329 E. State Pharr, Tx	9
<b>Pct. 2-Palmer Pavilion</b> 301 E. Hackberry McAllen, Tx	7
<b>Pct. 2-Palmer Pavilion (Less Gilmore Kitchen)</b> 301 E. Hackberry McAllen, Tx	6
<b>Pct. 2-Las Milpas Pool</b> 6 ½ Mile South Jackson Rd & Anaya Las Milpas, Tx	2
<b>Pct. 2-County Wide Shop (shop &amp; pole)</b> 101 N. Cypress Pharr, Tx	3
<b>Pct. 2-County Wide Shop</b> (equipment & vehicles 39,49,59, 1988 western star) 101 N. Cypress Pharr, Tx	4
<b>Pct 2- CRC South Tower</b> 509 E. Earling Street. San Juan, Tx	7
<b>REMIT BILLING TO HIDALGO COUNTY PCT. 3</b>	
<b>Hidalgo County Precinct No. 3-(Office)</b> 724 N. Breyfogle Mission, Texas (956-585-4509)	51
<b>Pct. 3- Constable Larry Gallardo</b> <b>Pct. 3 Pl. 2-Justice of the Peace Israel "Melo" Ochoa</b> 730 N. Breyfogle St. B Mission Tx.	12
<b>Pct. 3-Justice of the Peace Israel "Melo" Ochoa</b> 730 N. Breyfogle Ste. A Mission Tx.	3
<b>Pct. 3- Peñitas Landfill</b> 7 Miles West of Mission on Military Rd. Peñitas, Tx	11
<b>Pct.3-Anzalduas Park</b> 4 Miles South of Mission on FM 1016 Mission, Tx	18
<b>REMIT BILLING TO HIDALGO COUNTY PCT. 4</b>	
<b>Hidalgo County Precinct No. 4 (office)</b> 1102 N. Doolittle Edinburg, Texas 78539 (383-3112)	72
<b>Pct. 4- Landfill</b> 1102 N. Doolittle Edinburg, Texas 78539	5

12. **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 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.
- 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.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- 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 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 may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, OCTOBER 22, 2008 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, OCTOBER 24, 2008 BY 5:00 P.M.**

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-08-198-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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

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 agrees 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.

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.

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.

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

Approved by Commissioners' Court on, \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

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

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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