

MEMORANDUM

To: Valde Guerra, Hidalgo County Commissioners
Court Executive Officer

From: Yolanda Velasquez 
Purchasing Dept., Buyer

Date: June 1, 2009

Re: Bid No. 2009-074-07-01- YZV Approval of Specifications/Requirements for
**HIDALGO COUNTY-Record and Delay Broadcast of Hidalgo County
Commissioners' Court Meetings"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) please make corrections on pgs. 1, 2 & 3.

BUDGET ACCOUNT#: 9-1100-413-30-115-017-0-320

 _____ AUTHORIZED SIGNATURE	Valde Guerra _____ PRINTED NAME	6/1/09 _____ DATE
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**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,
VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us
no later than WEDNESDAY, June 03, 2009 by 2:00P.M.**

Enclosures

*Rec'd
6/1/09
3:32pm
YV*

"EXHIBIT A"

**Record and Delay Broadcast of Hidalgo County
Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-074-07-01**

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;
 - a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule:**

Week of the Month: *Last Week of the Month*
Day of the Week: Tuesday
Time of the day: **1:30 p.m.**

Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays or as otherwise directed by HCDD #1.

- b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or as otherwise directed by Hidalgo County.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**
2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.
3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.
6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.
7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.
8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.
9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.
10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:

Awarded Company

11. Hidalgo County will be provided the following copies:
 - a) Five (5) DVD unedited copies (if produced)
 - b) Five (5) DVD edited copies (if produced)
 - c) Audio and Wave File
12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.
13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JUNE 24, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JUNE 26, 2009 by 5:00 p.m.

Exhibit "B"
"Record and Delay Broadcast of Hidalgo County
Commissioners' Court Meetings - Hidalgo County"
Bid No. 2009-074-07-01-YZV

BID PAGE

Program/Series: _____

Air Time: _____

Air Date Schedule: _____

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: \$ _____

B) 2nd Year Production Underwriting Price: \$ _____

C) 3rd Year Production Underwriting Price: \$ _____

D) Yearly Public Service Announcement Price : \$ _____

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone No _____ Fax No _____ Cell No _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Bid No: 2009-074-07-01

Buyer: Yolanda Z. Velasquez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "Record & Delay Broadcast of Hidalgo County Commissioners Court Meeting"

BID OPENING: JULY 01, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-074-07-01-YZV- Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 01, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-074-07-01-YZV- RFB-Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings – Hidalgo County"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings- Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

Hidalgo County – Auditor’s Office
 Ray Eufrazio, County Auditor
 2812 S. Business 281
 Edinburg, Texas 78539
 (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	<u>JULY 01</u>, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo

County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

for
HIDALGO COUNTY
"Record & Delay Broadcast of Hidalgo County
Commissioners Court Meetings"
BID NO.: 2009-074-07-01-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-074-00-00**

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 **“The Recording and Delay Broadcast of Hidalgo County Commissioners’ Court Meetings”** (the "Service"); 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 agree that this Contract is entered into in order to provide the Services **Hidalgo County** for a two (2) year term. 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 shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. 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 ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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 _____, 200__.

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners' Court on _____ 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE