



PURCHASING DEPARTMENT  
County Of Hidalgo

RECEIVED  
FEB 11 2010  
BY: C J-352

**MEMORANDUM**

**TO:** ALL DEPARTMENT HEADS, FACILITIES AND MANAGEMENT  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
**RE:** Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for “Sale of Scrap Metal”. Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. 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 your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

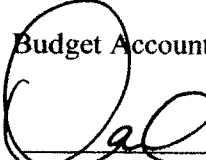
APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:  YES /  NO/

List Address for bin placement, for OPTION 2 only (Specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Budget Account No.: 9-1100-419-40-220-001-0-6/19

	DANIEL FLORES	220	2/8/2010
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.**

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

RECEIVED  
FEB 10 2010  
B. P. GILSON

**TO:** ALL DEPARTMENT HEADS, SHERIFF'S OFFICE  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
**RE:** Approval of Specifications For: Hidalgo County – "Sale of Scrap Metal" Bid No. 2010-024-00-00-ERT

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

Funds Availability: \_\_\_\_\_ YES / \_\_\_\_\_ NO/ \_\_\_\_\_

List Address for bin placement, for OPTION 2 only (Specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Budget Account No.: \_\_\_\_\_ N/A

*[Signature]* \_\_\_\_\_ *N/A* \_\_\_\_\_ *2* \_\_\_\_\_  
 SIGNATURE PRINTED NAME DEPARTMENT DATE

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PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

**TO:** ALL DEPARTMENT HEADS, PRECINCT NO. 1  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:            YES /            NO/

List Address for bin placement, for OPTION 2 only (Specify) ① SUNRISE HILL DONNA collection site

Other (specify): ② MERCEDES collection site  
④ MONTE ALTO collection site

Budget Account No.: PENDING OBJECT 0-1100-432-00-121-001-0-

Noe Hoster      Noe Hoster      PCT 1      2/18/10

SIGNATURE                      PRINTED NAME                      DEPARTMENT                      DATE

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Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

**TO:** ALL DEPARTMENT HEADS, PRECINCT NO. 2  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
**RE:** Approval of Specifications For: Hidalgo County - "Sale of Scrap Metal" Bid No. 2010-024-00-00-ERT

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APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS	<input checked="" type="checkbox"/> OPTION "ONE" ONLY

Funds Availability:  YES /  NO

List Address for bin placement, for OPTION 2 only (Specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Budget Account No.: 0-1100-432-00-122-001-0-XXV

	RICARDO CUELLAR	REB	2/9/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**TO:** ALL DEPARTMENT HEADS, PRECINCT NO. 3  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
**RE:** Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

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

Funds Availability:  YES /  NO/

List Address for bin placement, for OPTION 2 only (Specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Budget Account No.: D-1160-452-00-123-001-0-1

	Eric M. Floris	Precinct #3	2/10/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

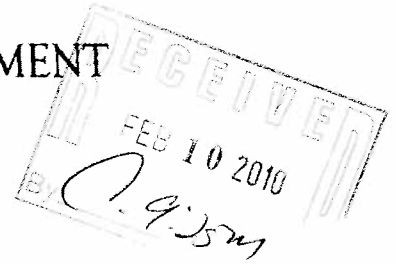
**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.**

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM



**TO:** ALL DEPARTMENT HEADS, PRECINCT NO. 4  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** February 5, 2010  
**RE:** Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

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

Funds Availability:       /       YES /       /       NO/       /      

List Address for bin placement, for OPTION 2 only (Specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

Budget Account No.: 0-1100-432-00-124-001-0-421

	Juan M. Carranza	Pct 4	2/10/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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Enclosures

<b>Bid No: 2010-024</b>	<b>Buyer: Eric Trevino</b>	<b>Tel. No: (956) 318-2626 ext. 4882</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **“SALE OF SCRAP METAL”**

#### **BID OPENING DATE:**

## **March 24, 2010**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – “SALE OF SCRAP METAL”** 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-2010-024-03-24-ERT HIDALGO COUNTY - “SALE OF SCRAP METAL”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. 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-2010-024-03-24-ERT RFB-HIDALGO COUNTY – “SALE OF SCRAP METAL”.** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. 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

16. 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 - **HIDALGO COUNTY - "SALE OF SCRAP METAL"**  
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, Auditor  
2808 South Business Hwy 281  
Edinburg, Texas 78539  
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>MARCH 24, 2010</u></b>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. 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.

19. 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.

20. 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.**

21. 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.
22. 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.
23. 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.
24. 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.
25. Any contract award 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.
26. 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.

27. 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 judgement 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.
28. 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.
29. 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.
30. 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.

Bid  
For

**HIDALGO COUNTY**  
**“SALE OF SCRAP METAL”**  
**BID NO.: 2010-024-03-24-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
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: \_\_\_\_\_

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"SALE OF SCRAP METAL"**  
**BID NO. 2010-024-03-24-ERT**

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**SPECIFICATIONS**

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**SCOPE OF WORK:**

Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

**SPECIFICATIONS, REQUIREMENTS**

Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.
2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.
3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).
4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").
5. All Hidalgo County Precincts / Departments are able to utilize the services.
6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user, so that it can be submitted to the Budget and Auditor's Office.
7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.
8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.
9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

**Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.**

**OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.**

**OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:**

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

**TERMS AND CONDITIONS**

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) 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 due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. 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 (30) days written notice prior to cancellation.
7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
8. Hidalgo County may utilize “**State Awarded Contracts**” when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.
10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.
11. After bid 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 seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 17, 2010 at 5:00 p.m. at [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.**



with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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 of one year effective upon approval of Commissioners Court and ending on \_\_\_\_\_, **2010**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, **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

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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

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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. Any contract award 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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 \_\_\_\_\_, 2010.

**COUNTY OF HIDALGO**

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**ATTEST:**

By: \_\_\_\_\_  
Rene A. Ramirez, County Judge

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

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

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

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

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

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

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

By: \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT "A"**

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**REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**EXHIBIT “B”**

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**VENDOR'S BID**

**EXHIBIT "C"  
INSURANCE REQUIREMENTS**