



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1

ATTN: Raul Lozano/Domingo Morin

FROM: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: October 28, 2010

RE: Approval or Disapproval of Specifications for: **BID NO. -2011-027-00-00-SGS-Hidalgo County "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"**

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications 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# 4860.

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT #: 0-120-431-00-121-005-0-613

	Raul Lozano	Precinct 1	11/04/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, **NOVEMBER 04, 2010 @ 10:00 A.M.**

Enclosures

no record
11/5



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

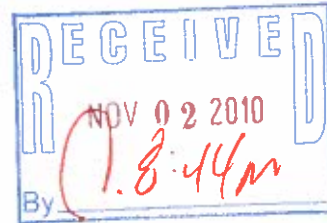
TO: Hon. Hector "Tito" Palacios, Commissioner
 Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar/ Yolanda Cisneros

FROM: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

DATE: October 28, 2010

RE: Approval or Disapproval of Specifications for: Bid No. -2011-027-00-00-SGS Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"



Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications 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# 4860.

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT #: 0/1200-431-00-122-006-0/679 or 613

	RICARDO CUELLAR	REB	10/29/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, **NOVEMBER 04, 2010 @ 10:00 A.M.**

Enclosures

*Received
11/2
2*



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

TO: Hon. Joe Flores, Commissioner
 Hidalgo County Precinct No. 3

ATTN: Mingo Villarreal/Norma Ceballos

FROM: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

DATE: October 28, 2010

RE: Approval or Disapproval of Specifications for: BID NO. -2011-02700-00-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC EQUIPMENT"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE, (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications 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# 4860

APPROVE <i>Car. m. J. Flores</i>	DISAPPROVE	
APPROVED WITH MODIFICATIONS		

FUNDS AVAILABILITY: Yes / No / _____

Other (specify) _____

BUDGET ACCOUNT #: 0-1200-131-00-133-005-0-679

<i>Car. m. J. Flores</i>	Joe M. Flores	Precinct #3	11/1/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, NOVEMBER 04, 2010 @ 10:00 A.M.

Enclosures

revised 11/10



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Rick Sunday, Infrastructure Sys. Mgr.
 Hidalgo County Facilities Management Office

Attn: Daniel Flores/Irene Cantu

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Dept.

Date: October 28, 2010

Re: Approval or Disapproval of Specifications for: BID NO. -2011-021-00-00-SGS Hidalgo County" TRAFFIC ROAD SIGNS AND MISC.EQUIPMENT"



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# 4860.

APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT # 0-1100-419-40-220-001-0-679

	Daniel Flores	Fac. Mgt.	Nov 2, 2010
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than NOVEMBER 04, 2010 @ 10:00 A.M.

Enclosures

Note: Please Number all Items

F.M.



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
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MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

TO: Hon. Oscar Garza Jr., Commissioner
 Hidalgo County Precinct No. 4

ATTN: Mr. Munoz/ Mr. Carranza

FROM: Sandy Suarez Buyer II
 Hidalgo County Purchasing Department

DATE: October 28, 2010

RE: Approval or Disapproval of Specifications for: BID NO. -2011-027-00-00-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AN MISC. EQUIPMENT"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications 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# 4860

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT #: 0-1200-431-00-124-007-0-613/679

	Juan M. Carranza	Pct 4	11-2-10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

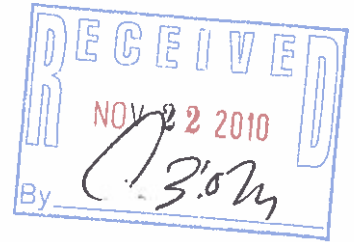
SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, **NOVEMBER 04, 2010 @ 10:00 A.M.**

Enclosures

received
 12/02/10
 4



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Anacleto Martinez, Chief Duty
 Hidalgo County Adult Detention Facility

Attn: Juan Tapia Procurement Specialist

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Dept.

Date: October 28, 2010

Re: Approval or Disapproval of Specifications for: BID NO. -2011-027-00-00-SGS Hidalgo County" TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

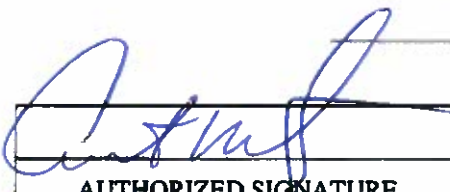
Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

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

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 10-1100-421-00-280-001-0-679

	<u>Anacleto Martinez</u>	<u>HCSO</u>	<u>11-22-10</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than **NOVEMBER 04, 2010 @ 10:00 A.M.**

Enclosures

Handwritten initials/signature in blue ink.

Handwritten notes in blue ink: 'NOV 22 2010' and 'SC'.

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

“TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT”

RFB: 2011-027-01-12-SGS

BID OPENING DATE:

January 12, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539



LEGAL NOTICE

BID NO: 2011-027-01-12-SGS

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) - "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** 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-10-333-01-05-SGS- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, January 12, 2011. 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-2011-027-01-12-SGS.** 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. 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(All Funding Sources) "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	<u>January 12</u> , 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 there under, 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 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.
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
(All Funding Sources)
“TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT”
BID NO.: 2011-027-01-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 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:

HIDALGO COUNTY
(All Funding Sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO.: 2011-027-01-12-SGS
EXHIBIT "A"

DRAFT

Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.

Specifications/Requirements:

- A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.
- B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.
- C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.
- D. Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.
- E. All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.
- F. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- G. Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B".
Bid Prices will be on a unit price basis.
- H. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
- I. Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

Terms Conditions:

- 1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
- 2. Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.
- 3. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- 4. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
7. 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.
8. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.
9. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:

Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "A" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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. **Timeframe 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.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, JANUARY 05, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 07, 2011 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
 (All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

DRAFT

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides; reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"							
2) 4 Way							
12" x 6"							
24" x 18"							
3) A/C And Refrigeration							
18" x 24"							
4) All Way							
18" x 6"							
5) Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
6) Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) Bridge Out							
30" x 30"							
8) Brush Area							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"							
12" x 3 1/2"							
12" x 9"							
10) Caution							
18" x 24"							
30" x 30"							
11) Children At Play							
24" x 30"							
18" x 24"							
12) Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"										
18" x 24"										
24" x 18"										
30" x 24"										
30" x 30"										
48" x 18"										
48" x 24"										
48" x 30"										
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										
17) Dead End										
30" x 30"										
24" x 24"										
18) Detour										
30" x 24"										
19) Dip										
30" x 30"										
36" x 36"										
20) Double Arrow										
48" x 24"										
21) Fluorescent Yellow Green Safety										
24" x 18"										
24" x 24"										
30" x 30"										
36" x 36"										

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"							
22) Fresh Oil							
24" x 24"							
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
24) Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
25) Handicap Stencil							
18" x 12"							
32" x 24"							
36" x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left							
27) Ice on Bridge							
30" x 30"							
28) Inter-local/ Project Signs							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
29) Office & Shop Signs (Facility)							
30) Keep Back 25 Feet							
12" x 9"							
31) Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
32) Mattress							
18" x 24"							
33) Men Working							
24" x 24"							
34) Metal Area							
18" x 24"							
35) Mowers Ahead							
36" x 36"							
48" x 48"							
36) Narrow Bridge							
24" x 24"							
30" x 30"							
37) Neighborhood Watch							
18" x 24"							
24" x 30"							
38) No Dumping							
18" x 24"							
24" x 30"							
60" x 30"							
39) Pavement Ends							
30" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
40) Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
41) Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
42) Right to Left Marker							
12" x 36"							
18" x 24"							
43) Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							
44) Road Closed							
30" x 48"							
48" x 30"							
36" x 36"							
45) Road Construction Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
46) Road Machinery Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
47) School Ped X-ing							
30" x 30"							
36" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To \$ 200.00 Fine)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
49) Signs & Blanks							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30"							
50) Single Arrow							
30" x 36"							
48" x 24"							
51) Single Arrow Left/Right							
30" x 36"							
48" x 24"							
52) Slow							
24" x 24"							
30" x 30"							
36" x 36"							
53) Slow For Children							
24" x 30"							
18" x 24"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										
30" x 24"										
30" x 30"										
30"x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)										
24" x 30"- 10-40 MPH (depending on specs)										
56) Stop Ahead (Symbols & words)										
24" x 24"										
30" x 30"										
36" x 36"										
57) Stop Signs										
18" x 18"										
24" x 24"										

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"							
36" x 36"							
48" x 48"							
58) Stop Stencil (separate letters & one stencil)				letters	stencil		
36" x 36"							
59) Street Name Signs (legend to be on one or both sides)							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
60) Supplemental Plaques							
12" x 6"							
61) "T" Intersection							
24" x 24"							
30" x 30"							
36" x 36"							
62) Tire Area							
18" x 24"							
63) Traffic Signs							
9" x 12"							
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
48" x 48"							
64) Trash Area							
18" x 24"							
65) Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
66) Warning Signs							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							
48" x 24"							
48" x 48"							
67) Water on Bridge							
30" x 30"							
48" x 48"							
68) Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
69) Y Intersection							
30" x 30"							
70) Your Trash Must Be Secure At All Times							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2"			
				3"			
Round Post Bracket				2"			
				3"			
U Post Brackets				2"			
				3"			
90° Bracket for 4 Way Assembly (all types & size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
74) Barricades							
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F	D/F	S/F	D/F	S/F	D/F	

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) Panels							
96" x 8" Reflective 1" Thick Orange/White							
76) Type I and III				Type I	Type III		
End of Road				8'			
				10'			
				12'			
77) Barrel Tape (white, red or yellow)							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
78) Barricade Tape							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd.			
				2" x 30" yd.			
				3" x 30" yd.			
79) Type A & C Orange Left/Right-Type 111							
8" x 50 yd.							
8" x 100 yd.							
80) Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Jiggle Bars 6" x 34"							
81) Barrier Fence & Tape							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 1/2" x 16" Decals							
Chevrons 18" x 24"							
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
84) Object Markers Reflective							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
85) Safety Flags							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 2 1/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft.			
				12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums							
Super Dome Drums							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC.							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

Estimated Delivery Time for Standard (In-Stock) signs: _____

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: _____ Large orders: _____

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone /Cellular No.: _____ Cellular No: _____ Fax No.: _____

E-Mail Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

REQUIREMENTS AGREEMENT
C-00-00

DRAFT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2011 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2011 and expire on _____, 2012 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been

theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

- (2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE