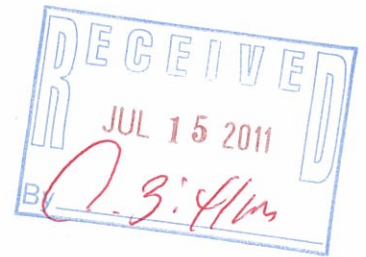




Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629



**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: All Department Heads

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: July 5, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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.

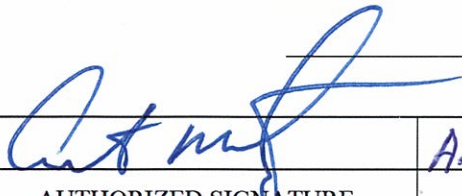
If you have any questions, please call me at (956) 318-2626 ext# 4860.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

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

BUDGET ACCOUNT #: 1-1100-421-00-280-001-0-672

	A. "sonny" Martinez	HCSO	7-14-11
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](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than July 12, 2011 @ 3:00 p.m..**

Enclosures

  
 Sheriff's Office

**sandy.suarez**

---

**From:** Juan Tapia [juan.tapia@hidalgo.org]  
**Sent:** Friday, July 08, 2011 1:53 PM  
**To:** 'sandy.suarez'  
**Cc:** 'Juan Acosta'  
**Subject:** RE: 11-193 Hidalgo Co. Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires" Specifications

Sandy,

Pursuant our telephone conversation, please include on specs sheet an addition as mentioned on your Enclosed mail tire sizes such as:

305-55-20

37x12.50x17

Should you have any questions or required additional information

---

**From:** sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]

**Sent:** Thursday, July 07, 2011 4:14 PM

**To:** 'Juan Tapia'

**Subject:** RE: 11-193 Hidalgo Co. Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires" Specifications

Mr. Tapia,

I will make the modifications to the Specifications according to the list of tires that was provided. I do have a concern. Yesterday, Mr. Acosta questioned if tires were needed for one of the F-150's tire size 305-55-20 and for the H2-37x12.50 x17, plus for buses & 18 wheelers. Can you please make sure none of these tires are needed before I make the additions and send the final modified Specs to you.

Thank you,

Sandy Suarez

**From:** Juan Tapia [mailto:juan.tapia@hidalgo.org]

**Sent:** Thursday, July 07, 2011 3:28 PM

**To:** 'sandy.suarez'

**Subject:** FW: 11-193 Hidalgo Co. Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires" Specifications

Sandy,

Please include the enclosed tire sizes to the original packet and send it back in order to get approval from Chief Deputy Martinez to continue with the procurement process.

Thanks

Juan Tapia

---

**From:** Juan Acosta [mailto:juan.acosta@hidalgo.org]

**Sent:** Thursday, July 07, 2011 11:15 AM

**To:** 'Juan Tapia'; Richard.Ozuna@hidalgo.org

**Cc:** 'Anacleto Martinez'; 'sandy.suarez'

**Subject:** RE: 11-193 Hidalgo Co. Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires" Specifications

Mr. Tapia,

The following tire sizes are not on the list, but I would like to add them. They are for our Emergency vehicles.

245/70/R19.5

11R22.5

10.00R20

8.25R20

9.00R20

11R24.5

295/75/R22.5

*\* remove duplicate*

---

**From:** Juan Tapia [mailto:juan.tapia@hidalgo.org]

**Sent:** Tuesday, July 05, 2011 10:01 AM

**To:** Richard.Ozuna@hidalgo.org; 'Juan Acosta'

**Cc:** 'Anacleto Martinez'; 'sandy.suarez'

**Subject:** FW: 11-193 Hidalgo Co. Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires- Including Related Services Relating to Installing Tires" Specifications

**Importance:** High

Sirs,

Attached please find specifications for the new RFB tires project. Appreciate your recommendations in order to route through Chief Martinez for approval to continue with the procurement process.

Should you have any questions or required additional information, please contact us.

Respectfully,

Juan Tapia

Procurement Specialist

Hidalgo Co. Sheriff's Office

Tel (956)-292-2930 Fax (956)-292-2932

---

**From:** sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]

**Sent:** Tuesday, July 05, 2011 9:10 AM

**To:** anacleto.martinez@hidalgo.org

**Cc:** 'Juan Tapia'; leo.moncivais@hidalgo.org

**Subject:** 2011-193 Hidalgo County Sheriff's Office ( including all Co. Law Enforcement Agencies)-"Purchase of Tires- Including Related Services Relating to Installing Tires" Specifications

**Importance:** High

Good Morning,

Attached you will find the Memorandum for the Approval of Specifications and the Specifications for the above referenced project.

Carefully review , modify as necessary and please submit accordingly.

Any questions or concerns, please let me know.

Thank you.

**Sandy Suarez, Buyer II**

Hidalgo County Purchasing Department

2802 South Bus. Hwy 281

Edinburg, Texas 78539

(956) 292-7000 ext. 4860

(956) 318-2629 fax

[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

**sandy.suarez**

---

**From:** Juan Tapia [juan.tapia@hidalgoso.org]  
**Sent:** Tuesday, July 12, 2011 10:32 AM  
**To:** 'sandy.suarez'  
**Subject:** RE: 2011-193 -Purchase of Tires-Including Related Services Relating to Installing Tires)  
Duplicate tires?

Sandy,  
Sorry for the confusion, but yes 245-70-R19.5 should be Hwy, is the same tire do not duplicate ok?  
Thanks  
Juan Tapia

---

**From:** sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]  
**Sent:** Tuesday, July 12, 2011 10:03 AM  
**To:** 'Juan Tapia'  
**Subject:** 2011-193 -Purchase of Tires-Including Related Services Relating to Installing Tires) Duplicate tires?  
**Importance:** High

Good Morning Mr. Tapia,

After comparing my original list of tires and the list sent to me by your department, I need your help in determining if tire Number 13 : 245-70-R19.5 (hwy) and the tire from your list: 245-70-R19.5 are the same tire or are they different because mine states (hwy)? I do not want to duplicate them , please help.

Thank you,

**Sandy Suarez, Buyer II**

Hidalgo County Purchasing Department  
2802 South Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 292-7000 ext. 4860  
(956) 318-2629 fax  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)



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: All Department Heads
From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department
Date: July 5, 2011
Re: Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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.

Form with checkboxes for APPROVE, DISAPPROVE, and APPROVED WITH MODIFICATIONS. APPROVE and APPROVED WITH MODIFICATIONS are checked.

FUNDS AVAILABILITY: YES / NO/ Other

(Specify)

BUDGET ACCOUNT #: 1-1100-421-00-291-001-0-672

Table with 4 columns: AUTHORIZED SIGNATURE, PRINTED NAME, DEPARTMENT, DATE. Contains handwritten signature of Ray Sanchez, printed name Ray Sanchez, department Constable Prec. 1, and date 7-7-11.

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 July 12, 2011 @ 3:00 p.m..

Enclosures

Handwritten signature: Constable Prec 1

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**(Including All Hidalgo County Law Enforcement Agencies)**  
**"PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING**  
**TO INSTALLING TIRES"**  
**RFB NO.: 2011-193-00-00-SGS**

**SCOPE OF SERVICES:**

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, including all Hidalgo County Law Enforcement Agencies, in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS:**

The following tires will be purchased only on an "as needed basis".

1. 235-85-R16 (hwy all steel 10 ply)	10. P205-65-R15	19. 285-45-22
2. LT235-75-R15 (all terrain 10 ply)	11. P205-55-R16	20. 225-60-18
3. P215-60-R16	12. P205-50-R16	21. 285-35-22
4. LT265-70-R17 (all terrain- 10 ply)	13. 245-70-R19.5 (hwy)	22. 275-60-20
5. P225-60-R16 (speed rated)	14. P205-75-R15	23. 215-60-17
6. LT245-78-R16 (all terrain -10 ply)	15. LT235-75-R16	24. 225-45-17
7. LT265-75-R16 (all terrain -10 ply)	16. P235-70-R17	25. 275-55-20
8. P265-70-R18	17. LT325-65-R18	26. 225-55-17
9. P255-70-R18	18. 325-65-18	27. 255-50-19

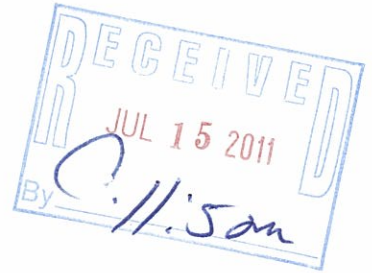
*235/55 R17 speed rated model*

**REQUIREMENTS, TERMS AND CONDITIONS**

1. All tires specified as "all terrain" should be for speeds of 100 mph and greater.
2. All tires specified as "all steel" should be for speeds of 100 mph and greater.
3. All tires should be for speeds of 100 mph and greater.
4. The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).



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:** All Department Heads  
**From:** Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department  
**Date:** July 5, 2011  
**Re:** Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

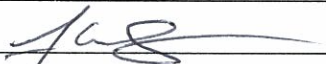
Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.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

BUDGET ACCOUNT #: 1-1100-421-00-292-001-0

	<i>Frank Sanchez</i>	<i>Constable pct 2</i>	<i>7/14/11</i>
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](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than July 12, 2011 @ 3:00 p.m..**

Enclosures

*Constable 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: All Department Heads

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

Date: July 5, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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.

Form with checkboxes for APPROVE, DISAPPROVE, and APPROVED WITH MODIFICATIONS. APPROVED WITH MODIFICATIONS is checked.

FUNDS AVAILABILITY: YES / NO / Other

(Specify) See attached

BUDGET ACCOUNT #: 1-1100-421-00-293-001-0-605

Table with 4 columns: AUTHORIZED SIGNATURE, PRINTED NAME, DEPARTMENT, DATE. Contains handwritten entries: Haroldo Suarez, Haroldo Suarez, Constable PT #3, 7/7/11.

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 July 12, 2011 @ 3:00 p.m.

Enclosures

Handwritten note: Constable Pt 3

- 1) P235-55-R17 SPEED RATED
- 2) P265-60-R17 SPEED RATED
- 3) P255-70-R17 10 PLY
- 4) P245-70-R17 10 PLY
- 5) P245-65-R17 REGULAR TIRE
- 6) P235-75-R17 10 PLY
- 7) P265-70-R17 10PLY

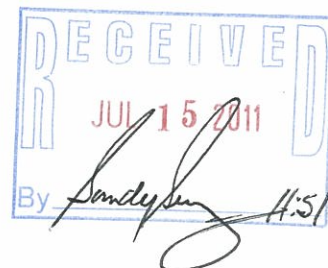
1

*Constable P-3*



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:** All Department Heads  
**From:** Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department  
**Date:** July 5, 2011  
**Re:** Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO /  Other

(Specify) WORKING ON TRANSFER FOR 7-20-11

BUDGET ACCOUNT #: 1-110-421-W-294-010-672

	JOE RIVERA	UNSTABLE PCT 4	7-15-11
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](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than July 12, 2011 @ 3:00 p.m.,.**

Enclosures

*Unstable 4*

HIDALGO COUNTY  
CONSTABLE PCT 4

These are the tires that our Constable Pct 4 is using for our units, please add these tires to the existing list. Thank you.

235/55 ZR17 ✓

285/60R18 M + S

235/55R17 ✓

265/70R17 M + S ✓

P255/65R17 ✓

P265/90R17 108-H ✓

P265/60R17 108-H ✓

235/55 ZR17 99W M + S ✓

P255/70R17 M+ S 11OT SILENT ARMOR ✓

P255/70R17 11OT SILENT ARMOR ✓

LT265/70R17 TRANSFORCE A/T ✓

255/60R16 FIRESTONE FIREHAWK PT 41 ✓

*Nancy Ponce*  
*Constable Pct 4*  
*2814 S Hwy 281*  
*Edinburg, Texas 78539*  
*(956)383-8560*  
*(956)383-8565 Fax*



RECEIVED BY  
COUNTY AUDITOR  
2011 JUL 22 AM 11:44

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

RECEIVED  
JUL 22 2011  
By Name 11:54

**MEMORANDUM**  
(APPROVAL OF SPECIFICATIONS)

To: All Department Heads

From: Sandra Suarez, Buyer II  
Hidalgo County Purchasing Department

Date: July 5, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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 #: 1-1100-481-00-295-001-0-672

	Daniel Marichalar	Constable Pct. 5	7-18-11
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](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than July 12, 2011 @ 3:00 p.m.**

Enclosures

Constable Pct 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: All Department Heads

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: July 5, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-193-00-00-SGS-Hidalgo County Sheriff's Office (Including all Hidalgo County Law Enforcement Agencies)-"Purchase of Tires-Including Related Services Relating to Installing Tires"

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 checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  X  YES /   NO/   Other

(Specify)  Please see Attachment "A"

BUDGET ACCOUNT #:  1-1254-412-00-270-014-0-672

	Dora L. Munoz	HIDTA Task Force	7/18/11
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](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than July 12, 2011 at 3:00 p.m.,.**

Enclosures

*HIDTA*

ATTACHMENT "A"

6

Please add the following tires to the list:

P85/60-R18

245/75-R16 A/T

235/65-R17

P235/70-R17 X *- on list already*

255/70-18

215/85-R16 A/T (FRONT) & 225/75-R16 (BACK)

# **REQUEST FOR BIDS**

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**(Including All Hidalgo County Law Enforcement Agencies)**

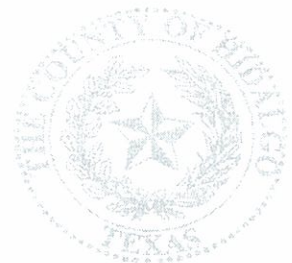
**“PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES”**

**BID OPENING DATE:**

**SEPTEMBER 21, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical location: 2802 S. Business Highway 281 - Administration Building  
Postal/Mailing: 2812 S. Business Highway 281  
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY SHERIFF’S OFFICE(Including All Hidalgo County Law Enforcement Agencies) –PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES”** 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-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF’S OFFICE (Including All Hidalgo County Law Enforcement Agencies)- PURCHASE OF TIRES – INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES** “and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 21, 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"RFB-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF’S OFFICE (Including All Hidalgo County Law Enforcement Agencies) – PURCHASE OF TIRES- INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES".** 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
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:

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 SHERIFF’S OFFICE (Including All County Law Enforcement Agencies) – PURCHASE OF TIRES – INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) **Contract number must be indicated on all invoices.**
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Sheriff’s Office  
Attn: Myra Montoya  
711 El Cibolo Rd  
Edinburg, Texas 78539  
956-383-8114**

17. **Schedule of Events**

<b>Bid Opening, 9:30 AM</b>	<b><u>SEPTEMBER 21, 2011</u></b>
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 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. 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.
31. 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 SHERIFF'S OFFICE**  
**(Including All Hidalgo County Law Enforcement Agencies)**  
**"PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO**  
**INSTALLING TIRES"**  
**BID NO.: 2011-193-09-21-SGS**

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

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

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

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

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
(Including All Hidalgo County Law Enforcement Agencies)  
**"PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO  
INSTALLING TIRES"**  
**RFB NO.: 2011-193-09-21-SGS**

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**SCOPE OF SERVICES:**

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, including all Hidalgo County Law Enforcement Agencies, in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS:**

The following list of tires will be purchased only on an **"as needed basis"**.

1. 235-85-R16 (hwy all steel 10 ply)	17. LT325-65-R18 (all terrain)	33. 11R22.5	49. 285/60R18 M + S
2. LT235-75-R15 (all terrain 10 ply)	18. 325-65-18	34. 11R24.5	50. P255/65-R17
3. P215-60-R16	19. 285-45-22	35. 37x12.50x17	51. P255/70R17 11OT Silent Amor
4. LT265-70-R17 (all terrain- 10 ply)	20. 225-60-18	36. 235/55 R17 (speed rated)	52. P255/70R17 M + S 11OT Silent Armor
5. P225-60-R16 (speed rated)	21. 265-35-22	37. P235-55-R17 (speed rated)	53. P265/60R17 108-H
6. LT245-78-R16 (all terrain -10 ply)	22. 275-60-20	38. P235-75-R17 (10 ply)	54. P265/90R17 108-H
7. LT265-75-R16 (all terrain -10 ply)	23. 215-60-17	39. P245-65-R17 (regular tire)	55. LT265/70R17 Transforce A/T
8. P265-70-R18	24. 225-45-17	40. P245-70-R17 (10 ply)	56. 215/85-R16 A/T (front)
9. P255-70-R16	25. 275-55-20	41. P255-70-R17 (10 ply)	57. 225/75-R16 (back)
10. P205-65-R15	26. 225-55-17	42. P265-60-R17 (speed rated)	58. 235/65-R17
11. P205-55-R16	27. 255-50-19	43. P265-70-R17 (10 ply)	59. 245/75-R16 A/T
12. P205-50-R16	28. 295-75-R22.5	44. 235/55R17	60. 255/70-18
13. 245-70-R19.5 (hwy)	29. 305-55-20	45. 235/55 ZR17	61. P85/60-R18
14. P205-75-R15	30. 8.25R20	46. 235/55 ZR17 99W M +S	
15. LT235-75-R16	31. 9.00R20	47. 255/60R16 Firestone Firehawk PT 41	
16. P235-70-R17	32. 10.00R20	48.265/70R17 M + S	

EXHIBIT "A"  
HIDALGO COUNTY SHERIFF'S OFFICE  
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"PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO  
INSTALLING TIRES"  
RFB NO.: 2011-193-09-21-SGS

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**REQUIREMENTS, TERMS AND CONDITIONS**

1. Interested vendors may have at least **one (1) service/store location in Hidalgo County.**
2. All tires specified as "**all terrain**" should be for speeds of 100 mph and greater.
3. All tires specified as "**all steel**" should be for speeds of 100 mph and greater.
4. The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).
5. Mounting, rotation and balancing of tires is **OPTIONAL**, and will be done only on an "**as needed basis**".
6. Hidalgo County Sheriff's Office will dispose of all their used tires.
7. All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.
8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for Hidalgo County Sheriff's Office.
9. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
10. Hidalgo County reserves the right to award item by item or services to One (1) or to Multiple vendors, if it deems it is in its best interest to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)
12. **All costs and expenses associated with the preparation and submission of (bid, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**
13. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.
14. Interested Vendor(s) must have been established and in business for at least two years.

EXHIBIT "A"  
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15. Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.
16. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.
17. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
18. Hidalgo County reserves the right to hold bids for period of ninety (90) days without taking any action.
19. Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
20. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
21. 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 lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
22. Costs are to be net F.O.B., County Prepaid.
23. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

EXHIBIT "A"  
HIDALGO COUNTY SHERIFF'S OFFICE  
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RFB NO.: 2011-193-09-21-SGS

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24. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

**DISQUALIFICATIONS OF BIDDERS:**

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

**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.

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- 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,

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documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us), NO LATER THAN Wednesday, September 14, 2011 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, September 16, 2011 by 5:00 p.m.**

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**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Thursday, August 18, 2011 3:04 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: Review & Approval of DRAFT SVC CONTRACT for: RFB-Purchase of Tires, Etc..-HCSO

The draft agreement is fine.

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, August 18, 2011 2:36 PM  
**To:** 'Steve Crain'  
**Cc:** 'sandy.suarez'; 'Leticia Saenz'  
**Subject:** FW: Review & Approval of DRAFT SVC CONTRACT for: RFB-Purchase of Tires, Etc..-HCSO  
**Importance:** High

Mr. Crain:  
Please review and comment as to form. Please note that is a request to approve the draft form of agreement as the auditor will require it.  
Marty

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**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Thursday, August 18, 2011 12:32 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'; 'Sandy Suarez'  
**Subject:** Review & Approval of DRAFT SVC CONTRACT for: RFB-Purchase of Tires, Etc..-HCSO

Ms. Marty-

Please forward the attached "draft" Service Contract/Specs that will be utilized for the **RFB project# 2011-193-00-00-SGS: "Purchase of Tires Including Related Services such as Installation of Tires"** to legal for their review and approval as to form.

Thanks.

**Leticia H. Saenz, CPPB/Contracts Manager**  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

## REQUIREMENTS AGREEMENT

**C-11-193-00-00**

**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 Sheriff's Office** for the **"Purchase of Tires-Including Related Services such as Installation of Tires" (on an as needed basis)** (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 sole option to extend/renew** for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. 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  
Attn: County Judge  
1615 South 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, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance 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: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

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

**COMPANY:**

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Stephen L. Crain, Attorney

**EXHIBIT "A"**

REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET

DRAFT

**EXHIBIT “B”**

BID PAGE and TABULATION SHEET

DRAFT

**EXHIBIT "C"**

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# CERTIFICATE OF INSURANCE

DRAFT