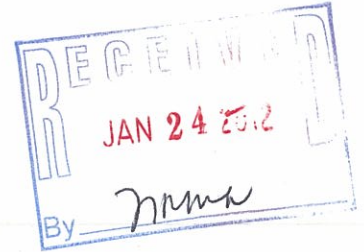




Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

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

Attn: Richard Ozuna, Lt III / Juan Tapia Procurement Specialist

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: January 23, 2012

Re: Approval or Disapproval of Specifications for: BID NO. -2012-038-00-00-SGS Hidalgo County" Auctioneer & Storage Services"

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 #: N/A

	<u>Anacleto Martinez</u>	<u>HCSO</u>	<u>1-24-12</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 January 26, 2012 @ 3:00 P.M.

Enclosures





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: Agueda "Aggie" Garcia, Fixed Asset Manager
 Hidalgo County Purchasing Department

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: January 23, 2012

Re: Approval or Disapproval of Specifications for: BID NO. -2012-038-00-00-SGS Hidalgo County"
 Auctioneer & Storage Services"

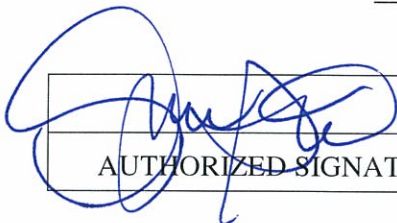
Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.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

	Agueda "Aggie" Garcia Purchasing	Purchasing	1/23/12
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 **January 26, 2012 @ 3:00 P.M.**

Enclosures



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: Dora Munoz, Commander
 Hidalgo County Task Force

ATTN: Sonia Lopez, Admin. Assist. via email: slopez@hidtaskforce.com

FROM: Sandy Suarez, Buyer II
 Hidalgo County Purchasing Department

DATE: January 23, 2012

RE: Approval of Specifications for: – Hidalgo County "Auctioneer & Storage Services"
 Bid No. 2012-038-00-00-SGS

Please review the **SPECIFICATIONS** and verify if all requirements are met 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"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability: YES / NO

Other (Specify) _____

Budget Account No.: _____

	Dora Munoz	HIDTA	1/23/2012
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 Thursday, January 26, 2012 @ 3:00 P.M.

Enclosures



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: **Rene Guerra**, District Attorney
 Hidalgo County District Attorney's Office

Attn: Roy Cazares, Personnel Director.

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: January 23, 2012

Re: Approval or Disapproval of Specifications for: BID NO. -2012-038-00-00-SGS Hidalgo County"
 Auctioneer & Storage Services"

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	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: NOT REQUIRED

	ROY CAZARES	DA'S OFFICE	1/24/2012
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 January 26, 2012 @ 3:00 P.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer and storage (must be licensed with the Texas Department of Licensing and Regulation-"TDLR"), as determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County.
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS.

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed by TDLR, to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations.

A copy of bidder's current- Auctioneer License, Vehicle Storage Facility License, Tow Truck Driver's TDLR License and Tow Truck permits, must be submitted along with bid.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will provide all labor (i.e. loading and unloading of trailers, detail car washing, re-keying etc), machinery and equipment (including rental of machinery & equipment), tools and materials (i.e. pallets, plastic, tape etc.) required in rendering services, at **no additional expense to Hidalgo County and all mentioned parties.**
5. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held.** (Refer to Exhibit "C").
6. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer's premises/storage facility or wherever auctioneer stores property including but not limited to the following;
 - 1.) All Hidalgo County departments under general and road and bridge fund;
 - 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County;

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

- 3.) Law Enforcement Agencies or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS.
7. **Auctioneer will be liable for all theft or vandalism of any items that have been accepted for Auction or Storage by awarded Auctioneer.**
8. Auctioneer must possess and submit a copy of their Vehicle Storage Facility License, if vehicles are to be stored at auctioneer's premise/storage facility. Pursuant to Chapter 85.200 of the Texas Department of Licensing and Regulation's Administration code.
9. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
- Option A). Auctioneer's premises/storage facility
 - Option B). County-owned sites
 - Option C). On-line auctions whether thru the auctioneers or at the County's designated website
10. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.
11. **Statutory Notification:**
The County will publish at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.
12. **Promotion of Sale through Auction:**
- A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
 - B). Auctioneer **shall provide proof** of such promotion to the Hidalgo County Purchasing Department's Fixed Asset Division as part of the documentation submitted with proceeds.
13. **Services to be provided by the Auctioneer and staff at no additional expense to Hidalgo County and mentioned parties; shall include, but not limited to, the following:**
- A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;
 - B). Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and will submit an **Inventory status report to the Hidalgo County Purchasing Department's-Fixed Assets Division on a monthly term. Inventory reports can be sent by via-e-mail to: liza.lopez@co.hidalgo.tx.us or by facsimile to 956-318-2629.**
 - C). **A Vehicle Check in List will be prepared by Auctioneer, Forms FA12-002 & FA12-003 (see attached Exhibit A-1). All County vehicles and all confiscated, seized, forfeited, etc., vehicles taken to Auctioneer's premises/storage facility by HIDTA, District Attorney's Office, Sheriff's Department and DPS, are to be physically inspected by Auctioneer. All Vehicle Check in List forms prepared by the Auctioneer shall be submitted to Hidalgo County Purchasing Department – Fixed Asset Division, no later than 48 hours after the vehicle arrives at the Auctioneer's premises and 72 hours, if on a weekend.**

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

Vehicles should remain at one location at the Auctioneer's premises and not moved until the vehicles are released for auction or if the vehicle(s) need to be relocated. Unnecessary mechanical repairs and the removal of any parts should not be done to any vehicle. Any item(s) removed from any vehicle will be listed as part of the inventory (i.e. car seats, factory stereos, batteries, tires and any personal effects etc.).

- D) Upon arrival of equipment and/or vehicles etc., to Auctioneer's premise/storage, **Form FA12-001 (See attached Exhibit A-2), to be filled out by Departments**, will be given to the Auctioneer and/or authorized recipient. All Incoming inventory must be reviewed and verification made that all items are accounted for. The form must be signed, acknowledging the receipt of items listed. The signed form will then be given back to the County personnel making the delivery.
- E) Auctioneer will label & set-up groups or lots of equipment and individually identified, palletize and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.
- F) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Purchasing Department-Fixed Asset Division, located at 2802 S. Bus. Hwy. 281, Edinburg, TX. 78539.
- G) The Auction Report: Each receipt forming part of the Auction Report should include the Lot number and the itemized description, including the County's Identification numbers (asset numbers) as indicated in the inventory list approved by Commissioner's Court. All copies of any ads, buyer's lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Department's Fixed Asset Division no later than fifteen (15) working days from the date of the auction.
- H) Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.
- I) Auctioneer will provide towing service on an "**AS NEEDED BASIS**" to the County, at no additional expense. All tow truck drivers must possess a TDLR License and all tow trucks will have permits and be in compliance with all TDRL rules and regulations. All required licenses must be kept current with copies sent to Hidalgo County yearly, for the term of contract.
- J) Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse (**minimum of 1,000 sq. ft.**), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
- K) Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

- L). Auctioneer shall video tape or record all auctions and submit copies to the County.
 - M). Auctioneer will be responsible for completing the Application for Texas Certificate of Title (form 130U), Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.
 - N). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.
14. A.) No storage fees will be assessed to the County during and at the end of the contract term for: Trailer/Semi-Trailers, Independent Motorcycles/All Terrain Vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.)
- B.) No storage fees will be assessed to the County for Trailer/Semi-Trailers, Independent Motorcycles/All Terrain vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.), if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.
15. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees; (fees must be in compliance with TDLR), consistent with the fee schedules to the owners of seized property held by the Auctioneer, which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.(as indicated by final judgment)
16. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.
17. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.
18. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.
19. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record any and all auction sales.
20. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

- 1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.
- 2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

- Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
 4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
 5. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
 6. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
 7. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.
 8. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.
 9. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.
 10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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.
 11. 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 the cancellation.
 12. **All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

ADDITIONAL INFORMATION:

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

A PRE-BID CONFERENCE IS SCHEDULED FOR March 12, 2012 @ 10:30 A.M., AT HIDALGO COUNTY PURCHASING DEPARTMENT LOCATED AT: 2812 S. HWY BUS HWY 281, EDINBURG, TEXAS. 78539.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, March 14, 2012 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, March 16, 2012 by 5:00 pm.

VEHICLE CHECK IN LIST

DOA, last 8 VIN No's, from what Dept

"Gets written on driver's side upper area of windshield."

DATE OF ARRIVAL (DOA): _____ TIME OF DAY: _____

RECEIVED BY: _____

DELIVERED BY: _____ DEPT: _____

YEAR: _____ MAKE _____ MODEL: _____

MILEAGE: _____ LIC PLATE # _____

STYLE: _____ COLOR: _____

VIN # _____

VEHICLE CONDITION

Optional items(after market items):"oversize tires, running boards, camper, sunroof, power windows, etc."

Indicate damaged areas:"smashed, burnt, glass cracked, rusty, dents etc."

Interior: "dirty, clean, worn, stained, etc."

Mechanical: Missing parts, working condition, keys, battery, etc."

COMMENTS:

Completed By: _____ Signature: _____

ANY ADDITIONAL CONTENTS IN VEHICLE

DATE OF ARRIVAL (DOA): _____ TIME: _____

EXAMPLE: tools, car seat, luggage, clothes, etc.

Nothing gets removed or cleared from vehicle before authorized by contact person at Hidalgo County Fixed Asset Division #318-2626. Additional items in vehicle get inventoried but not removed from vehicle until authorized by Fixed Asset Division.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Completed By: _____ Signature: _____

EXHIBIT A-2
HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

DEPARTMENT NAME	DEPT. NO.	LOCATION
Page 1 of _____		
TRANSFER TO: _____		
TRANSFER FROM: _____		
CONTACT INFORMATION:		
NAME (PRINT) _____	PHONE _____	E-MAIL: _____
FAX NO. _____		

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY		
				FUND NO.	COST	P/U LOC
1 _____	_____	_____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____	_____	_____
4 _____	_____	_____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____	_____	_____
6 _____	_____	_____	_____	_____	_____	_____
7 _____	_____	_____	_____	_____	_____	_____
8 _____	_____	_____	_____	_____	_____	_____
9 _____	_____	_____	_____	_____	_____	_____
10 _____	_____	_____	_____	_____	_____	_____

JUSTIFICATION FOR TRANSFER: _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR		
	PRINT NAME	SIGNATURE	DATE
Contact Person transferring item(s) out	_____	_____	_____
	PRINT NAME	SIGNATURE	DATE
Person receiving Item(s)	_____	_____	_____
	PRINT NAME	SIGNATURE	DATE
Reviewed & Processed by FA Division	_____	_____	_____
	PRINT NAME	SIGNATURE	DATE

FIXED ASSET DIVISION USE ONLY
 FROM _____ TO _____

DEPT. NO. _____ DEPT. NO. _____

AMOUNT _____ AMOUNT _____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial _____ Date _____

Bid No: 2012-038-03-21-SGS Commodity Code: 962-09	Buyer: Sandy Suarez	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT “AUCTIONEER & STORAGE SERVICES”

**BID OPENING DATE:
March 21, 2012**

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY–AUCTIONEER & STORAGE SERVICES”** 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-2012-038-03-21-SGS-HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **On Or Before 9:30 A.M., WEDNESDAY, MARCH 21, 2012.** **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 -2012-038-03-21-SGS- RFB-HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind

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

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES**" 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 Administration Building
ATTN: MARTHA L. SALAZAR
Purchasing Department
2812 S Hwy Bus 281
Edinburg, Texas 78539
(956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 AM	<u>MARCH 21, 2012</u>
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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

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

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

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

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

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

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

- B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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
“AUCTIONEER & STORAGE SERVICES”
BID NO.: 2012-038-03-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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:
