



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: Arturo Guajardo, County Clerk
 Hidalgo County Clerk's Office

ATTN: Armando Perez via email: armando.perez@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: February 28, 2013

RE: Approval of Specifications for: Bid No.: 2013-023-00-00-SMA- Approval of Specifications for
**HIDALGO COUNTY CLERK'S OFFICE- "Purchase, Removal & Related Services For
 Shredded And Recyclable Materials"**

Please review the attached SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please 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# 4865.

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

FUNDS AVAILABILITY: _____ YES / _____ NO/ Other

(Specify) _____

BUDGET ACCOUNT #: _____

 _____ AUTHORIZED SIGNATURE	Noe Lopez Jr. _____ PRINT NAME	3/7/13 _____ DATE
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SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us no later than FRIDAY, MARCH 8, 2013@ 10:00 a.m.

Enclosures

Bid No: 2013-023-05-15-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY CLERK'S OFFICE

“Purchase, Removal & Related Services for Shredded and Recyclable Materials”

BID OPENING DATE: May 15, 2013 @ 9:30 a.m.

Contact Person:

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



Form HCPD-03

1. Sealed bids will be received for **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Department"** 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-2013-023-05-15-SMA-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office](#)"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 15, 2013. 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-2013-023-05-15-SMA-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk'S Office](#)"**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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

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

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 that 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. Clossner, 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. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html .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 awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
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 to 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 CLERKS Office
"Purchase, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

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

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

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

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

Respectfully submitted,

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

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-00-00-SMA

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINT OF CONTACT (POC):

o **Current Sites:**

- Records Management Warehouse – 317 N. Clossner, Edinburg, Texas 78539

POINT OF CONTACT (POC)

1 st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2 nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3 rd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000

- San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539

POINT OF CONTACT (POC)

1 st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2 nd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000
3 rd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIREMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.
2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.
3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.
4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-00-00-SMA

5. The Bidder must have the ability to leave a container at either site.
6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.
7. Bidder must include a copy of the scale ticket.
8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.
9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.
2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.
4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.
5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.
6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.
7. 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 most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
8. Hidalgo County reserves the right to award the bid to multiple bidders if the County determines it is in its best interest to do so.
9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-00-00-SMA

10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.
12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78530. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIREIS WILL BE ACDEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: sandra.montalvo@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., WEDNESDAY, May 08, 2013. Responses to said inquireis will be sent to all applicants via email by no later than 5:00 p.m. FRIDAY, May 10, 2013.

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Revised-Review & Approval--Draft Contract #C-13-023-00-00

From : Steve Crain <scrain@atlashall.com>

Tue, Apr 02, 2013 02:27 PM

Subject : RE: Revised-Review & Approval--Draft Contract
#C-13-023-00-00**To** : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>**The agreement is fine.**

From: Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]
Sent: Tuesday, April 02, 2013 1:45 PM
To: Steve Crain; Marynel Trevino
Subject: Re: Revised-Review & Approval--Draft Contract #C-13-023-00-00

Good afternoon, Mr. Crain-

On my format it shows that the space is between the two words. I don't know if it's the font reflecting differently on your computer maybe. Nevertheless, I will space it again.

Please advise if this draft is good to go.

Thanks.

Letty

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, April 2, 2013 12:40:50 PM
Subject: RE: Revised-Review & Approval--Draft Contract #C-13-023-00-00

At the end of the first line of numbered paragraph 6 insert a space between "with" and "a".

From: Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]
Sent: Tuesday, April 02, 2013 9:35 AM
To: Steve Crain; Marynel Trevino
Subject: Re: Revised-Review & Approval--Draft Contract #C-13-023-00-00
Importance: High

Good morning, Mr. Crain-

Not exactly sure which "with" and "a" you are referring to? I have reviewed paragraph #6 and see space between the two words.

Please advise and approve as to form the draft agreement attached hereto, so, as to proceed

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on _____, **2013** and expiring on _____, **2014** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon sixty (60) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators,

legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

DRAFT

WITNESS our hands in duplicate originals this ____ day of _____, 2013.

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

By: _____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Hon. Ramon Garcia, County
Judge

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

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

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT