

<b>BID №: 2013-021-07-03</b>	<b>Buyer: Yolanda Velasquez</b>	<b>Tel. No: (956) 318-2626 Ext. 4881</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **RFB: 2013-021-07-03-YZV**

**BID OPENING DATE: JULY 03, 2013 @ 9:30 a.m.**

Contact Person:

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



956 318-2626

FormHCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)** 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-2013-021-07-03-YZV- HIDALGO COUNTY - LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, JULY 03, 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-2013-021-07-03-YZV.**

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

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
- Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation - **HIDALGO COUNTY "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** Descriptive information as to the items or services delivered, including product code, item number,

quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Facilities Management Department  
 Attn. Daniel Flores  
 3100 South Business 281  
 Edinburg, Texas 78539  
 (956) 289-7850

17. **SCHEDULE OF EVENTS:**

**Bid Opening, 9:30 AM**

JULY 03, 2013

Award of Contract

\_\_\_\_\_, 2013

Commence Work or Deliver Products

\_\_\_\_\_, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

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

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal,

state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform 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**  
**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)”**

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

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

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

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

Respectfully submitted,

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

**HIDALGO COUNTY**  
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS  
**RFB NO: 2013-021-07-03-YZV**

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**SPECIFICATIONS:**

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

- a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
- b. Precinct #2: 301 E. State, Pharr, TX.
- c. Precinct #3: 400 W. 13th Street, Mission, TX.
- d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
- e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
- f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

**ERRORS IN BIDS, RELIEF OF BID:**

Bidders or their authorized representatives are expected to fully inform themselves as to the

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conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

**REPRESENTATIONS:**

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

- A)** All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
- B)** Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
- C)** Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
- D)** If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

**REQUIREMENTS:**

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern

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4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. **BID PRICE:** Bid your lowest delivery price as of the bid opening date.
11. Detailed explanation of warranties must be provided with bid.

**INSTRUCTIONS TO BIDDERS:**

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**EVALUATION OF BID:** All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

**DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

**"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item

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will not be considered.

**TERMS AND CONDITIONS:**

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County 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 in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. 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.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

**ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other

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things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

**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:

- a) **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.
  - i) 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.
  - ii) 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.
  - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier’s notice.
  - v) 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.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for

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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.

- c) **Time frame 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.

**Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- d) **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.

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**ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN, Wednesday, JUNE 26, 2013, 5:00 P.M.**  
Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., **Friday JUNE 28, 2013.**

**ACKNOWLEDGMENT FORM**

Company Name:			
Address:			
City/State/Zip:			
Authorized Signature:			
Authorized Signature (Print):			
Title:			
Telephone No:		Fax No:	
Cell Number:			
EMAIL:			

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
**RFB № 2013-021-07-03-YZV**  
**BID PAGE**

**1 Diesel Engine Lubricants**  
 Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

**1A SAE15W-40** meeting the following specifications:  
 CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
<b>Quart</b>	_____	_____	_____
<b>Gallon</b>	_____	_____	_____
<b>5 Gallon</b>	_____	_____	_____
<b>55 Gallon</b>	_____	_____	_____
<b>Fleet Supreme EC</b>	_____	_____	_____
<b>Bulk</b>	_____	_____	_____

**1B SAE 10W** meeting the following specifications:  
 CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
<b>Quart</b>	_____	_____	_____
<b>Gallon</b>	_____	_____	_____
<b>5 Gallon</b>	_____	_____	_____
<b>55 Gallon</b>	_____	_____	_____
<b>Bulk</b>	_____	_____	_____

**1C SAE 30W** meeting the following specifications:  
 CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
<b>Quart</b>	_____	_____	_____
<b>Gallon</b>	_____	_____	_____
<b>5 Gallon</b>	_____	_____	_____
<b>55 Gallon</b>	_____	_____	_____
<b>Bulk</b>	_____	_____	_____

**1D SAE 40W** meeting the following specifications:  
 CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
<b>Quart</b>	_____	_____	_____
<b>Gallon</b>	_____	_____	_____
<b>5 Gallon</b>	_____	_____	_____
<b>55 Gallon</b>	_____	_____	_____
<b>Bulk</b>	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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**1E. Rotella T (15 W-40 C J 4)**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____
Bulk	_____	_____	_____

**2 Gasoline Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____
Bulk	_____	_____	_____

**2B SAE10W-30**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon Formula Shell	_____	_____	_____
Bulk	_____	_____	_____

**2C SAE5W-20**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon Premium Synthetic Blend	_____	_____	_____
Bulk	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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2D     **SAE30**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____
Bulk	_____	_____	_____

2E     **SAE40**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____
Bulk	_____	_____	_____

2F     **SAE5W-20 SIMI SYNTHETIC**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____
Bulk	_____	_____	_____

**3     Automatic Transmission Lubricants**  
 Made available in the following sizes:    Quart, Gallon, 5 Gallon, 55 Gallon

3A     **Mercon/Dexron III ATF** meeting specifications for:  
 Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon Formula Shell	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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3B **Type F ATF meeting Ford M2C33-F specifications**

	Brand	Product No.	Price Per Unit
Quart	_____	_____	_____
Gallon	_____	_____	_____
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

3C **Mercon 5 - Transmission Fluid**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	_____	_____	_____
16 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

4 **Tractor Hydraulic Fluids**

Made available in the following sizes:

5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	_____	_____	_____
55 Gallon Lubriguard 303	_____	_____	_____

5 **Differential/ Final Drive Gear Lubricants**

Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum Spirax	_____	_____	_____

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**

GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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5B SAE 85W-140 Gear lubricant meeting the following specifications:  
 GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum	_____	_____	_____

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:  
 GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum Spirax	_____	_____	_____

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:  
 MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum	_____	_____	_____

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:  
 MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum	_____	_____	_____

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:  
 Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum CAT	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:  
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	_____	_____	_____
120 Lb Keg	_____	_____	_____
400 Lb Drum CAT	_____	_____	_____

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon  
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

6D ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	_____	_____	_____
55 Gallon	_____	_____	_____

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons  
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint	_____	_____	_____
Quart	_____	_____	_____
Gallon-Shell	_____	_____	_____

**HIDALGO COUNTY**  
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**7B Power Steering Fluid**

	Brand	Product No.	Price Per Unit
Pint	_____	_____	_____
Quart	_____	_____	_____
Gallon-Gunk	_____	_____	_____

**8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon**

	Brand	Product No.	Price Per Unit
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

**9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

**9A Lithium Complex High Temp Grease meeting specifications:**

**NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications**

	Brand	Product No.	Price Per Unit
Case 10	_____	_____	_____
35# Pail	_____	_____	_____
120 # Keg-Mystik	_____	_____	_____
55 Gallon	_____	_____	_____

**9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:**

**NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications**

	Brand	Product No.	Price Per Unit
Case 10-CAT	_____	_____	_____
35# Pail	_____	_____	_____
120 # Keg-CAT	_____	_____	_____

**10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

**10A Ethylene Glycol Antifreeze meeting specifications for:**

**ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

	Brand	Product No.	Price Per Unit
1 Gallon	_____	_____	_____
55Gallon-Shell Zone	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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**10B Extended Life Antifreeze/ Coolant meeting specifications for:  
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel**

	Brand	Product No.	Price Per Unit
1 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

**11 Shop Chemicals and Products made available in various sizes**

**11A Aerosol Brake Cleaner**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11B Aerosol Engine Degreaser**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11C Aerosol Starting Fluid-Spray Can**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11D Aerosol Penetrating Oil – WD 40**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11E Oil Absorbent – Absorb & Dry**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11F Gasoline Fuel Additive - Seafoam**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11G Diesel Fuel Additives**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**11H Engine Oil Additive**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**HIDALGO COUNTY**  
**LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)**  
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**11I Aerosol Lubricant**

	Brand	Product No.	Price Per Unit
	_____	_____	_____

**12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon**

**12A Mineral Spirits meeting specifications for:  
Naptha, Parts Cleaner**

	Brand	Product No.	Price Per Unit
5 Gallon	_____	_____	_____
55 Gallon	_____	_____	_____

**13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom**

	Brand	Product No.	Price Per Unit
12.8 oz. can	_____	_____	_____

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CELLULAR NUMBERS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## REQUIREMENTS AGREEMENT

C-13-021-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer in "**Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products**" in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on \_\_\_\_\_, 2013 and expire on \_\_\_\_\_, 2014 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County  
Attention: County Judge  
302 W. University Drive  
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. **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.

g. **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.

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

- i. **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.
- j. **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
- k. **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.
- l. **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 sixty (60) 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).
- m. **Insurance.** 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 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.
- n. **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 therefor 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: \_\_\_\_\_

HIDALGO COUNTY

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

**Ramon Garcia, County Judge**

ATTEST:

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

**Vendor:**

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

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

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

Date: \_\_\_\_\_

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

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

Stephen L. Crain

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

DRAFT

**EXHIBIT "B"**  
**BID PAGE**

DRAFT

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**

DRAFT