



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

**MEMORANDUM**  
 (Department's Approval)

**TO:** Eduardo J. "Eddie" Guerra  
 Hidalgo County Sheriff's Office

**ATTN:** Capt. Richard Ozuna via email: [Richard.ozuna@hidalgoso.org](mailto:Richard.ozuna@hidalgoso.org)  
 Juan Tapia, Procurement Specialist via email: [Juan.Tapia@hidalgoso.org](mailto:Juan.Tapia@hidalgoso.org)

**FROM:** Sandra Montalvo, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** August 8, 2014

**RE:** Approval or Disapproval of Specifications for: *Bid No: -2014-324-00-00-SMA-Hidalgo County Sheriff's Office- "Purchase of Tires-Including Related Services Related to Installing Tires"*

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

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

Funds Availability: Yes YES/ \_\_\_\_\_ NO/ \_\_\_\_\_

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

Budget Account No.: 41-1100-421-00-280-001-0-622

[Signature] Richard Ozuna Hidalgo County Sheriff's Office 8.9.14  
 SIGNATURE PRINTED NAME DEPARTMENT DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **MONDAY, August 15, 2014****

Bid No: 2014-324-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865
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# REQUEST FOR BIDS

## HIDALGO COUNTY

### *“Purchase of Tires*

*Including Related Services related to Installing Tires”*

**BID OPENING DATE: October 00, 2014 @ 9:30 A.M.**

Contact Person:

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



956 318-2626

Form HCPD-03

1. Sealed bids will be received for [“HIDALGO COUNTY- “Purchase of Tires-Including Related Services related to Installing Tires”](#) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: ["BID NO. 2014-324-00-00-SMA- HIDALGO COUNTY- “Purchase of Tires-Including Related Services related to Installing Tires”](#) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY October 00, 2014.**

**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-2014-324-00-00-SMA-HIDALGO COUNTY-Purchase of Tires-Including Related Services related to Installing Tires”](#).**

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

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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-Purchase of Tires-Including Related Services related to Installing Tires](#)" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.



**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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for

**HIDALGO COUNTY**

*“Purchase of Tires-Including Related Services related to Installing Tires”*

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

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

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

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

Respectfully submitted,

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

# **EXHIBIT “A”**

Specifications/Requirements  
Hidalgo County Sheriff’s Office

## ***Purchase of Tires-Including Related Services Related to Installing Tires***

Bid No: 2014-324-00-00-SMA

### **SCOPE OF SERVICES:**

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

### **SPECIFICATIONS:**

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

- |                                       |                               |  |  |
|---------------------------------------|-------------------------------|--|--|
| 1. 235-85-R16 (hwy all steel 10 ply)  | 17. LT325-65-R18(all terrain) | 33. 11R22.5                            | 49. 285/60R18 M + S                    |
| 2. LT235-75-R15 (all terrain 10 ply)  | 18. 325-65-18                 | 34. 11R24.5                            | 50. P255/65-R17                        |
| 3. P215-60-R16                        | 19. 285-45-22                 | 35. 37x12.50x17                        | 51. P255/70R17 11OT Silent Amor        |
| 4. LT265-70-R17 (all terrain- 10 ply) | 20. 225-60-18                 | 36. 235/55 R17(speed rated)            | 52. P255/70R17 M + S 11OT Silent armor |
| 5. P225-60-R16 (speed rated)          | 21. 265-35-22                 | 37. P235-55-R17 (speed rated)          | 53. P265/60R17 108-H                   |
| 6. LT245-78-R16 (all terrain -10 ply) | 22. 275-60-20                 | 38. P235-75-R17 (10 ply)               | 54. P265/90R17 108-H                   |
| 7. LT265-75-R16 (all terrain-10 ply)  | 23. 215-60-17                 | 39. P245-65-R17(regular tire)          | 55. LT265/70R17 TransForce A/T         |
| 8. P265-70-R18                        | 24. 225-45-17                 | 40. P245-70-R17 (10 ply)               | 56. 215/85-R16 A/T (front)             |
| 9. P255-70-R16                        | 25. 275-55-20                 | 41. P255-70-R17 (10 ply)               | 57. 225/75-R16 (back)                  |
| 10. P205-65-R15                       | 26. 225-55-17                 | 42. P265-60-R17 (speed rated)          | 58. 235/65-R17                         |
| 11. P205-55-R16                       | 27. 255-50-19                 | 43. P265-70-R17 (10 ply)               | 59. 245/75-R16 A/T                     |
| 12. P205-50-R16                       | 28. 295-75-R22.5              | 44. 235/55R17                          | 60. P255/70R18                         |
| 13. 245-70-R19.5 (hwy)                | 29. 305-55-20                 | 45. 235/55 ZR17                        | 61. P85/60-R18                         |
| 14. P205-75-R15                       | 30. 8.25R20                   | 46. 235/55 ZR17 99W M +S               |  |
| 15. LT235-75-R16                      | 31. 9.00R20                   | 47. 255/60R16 Firestone Fire Hawk PV41 |  |
| 16. P235-70-R17                       | 32. 10.00R20                  | 48. 265/70R17 M + S                    |  |

## **REQUIREMENTS, TERMS AND CONDITIONS:**

- 1) Interested vendors may have at least **one (1) service/store location in Hidalgo County.**
- 2) All tires specified as **“all terrain”** should be for speeds of 100 mph and greater.
- 3) All tires specified as **“all steel”** should be for speeds of 100 mph and greater.
- 4) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit “B”- Bid page).
- 5) Mounting, rotation and balancing of tires is **OPTIONAL**, and will be done only on an **“as needed basis”**.
- 6) Hidalgo County Sheriff’s Office will dispose of all their used tires.
- 7) All tire purchases will be on an **“as needed basis”**. There is no guaranteed annual volume.
- 8) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
- 9) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.
- 10) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit “C” for limits)
- 11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.
- 12) Interested vendors must have been established and in business for at least two (2) years.
- 13) Hidalgo County may utilize “State Awarded Contracts or any other cooperative purchasing programs” when it is in the County best interest to do so.
- 14) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.
- 15) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 16) Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 17) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 18) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
- 19) Costs are to be net F.O.B., County Prepaid.
- 20) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

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

### **DISQUALIFICATION OF BIDDERS:**

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

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

### **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, Purchasing Agent, [Attn: Sandra Montalvo](mailto:sandra.montalvo@co.hidalgo.tx.us) AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

### **SUBMISSION OF QUESTIONS:**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) BY NO LATER THAN, **WEDNESDAY, September 24, 2014 AT 5:00 P.M.**, AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN **FRIDAY, September 26, 2013 AT 5:00 P.M.**

Zimbra

leticia.saenz@co.hidalgo.tx.us

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**RE: Review & Approve Draft Contract - Procurement Process Only- C-14-324-00-00--"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)**

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**From :** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>

Tue, Sep 02, 2014 04:47 PM

**Subject :** RE: Review & Approve Draft Contract - Procurement Process Only- C-14-324-00-00--"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)

 1 attachment

**To :** 'Leticia H. Saenz' <[leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)>

The draft agreement is fine.

---

**From:** Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]

**Sent:** Tuesday, September 02, 2014 2:16 PM

**To:** Steve Crain; Marynel Trevino

**Cc:** Martha Salazar; Darlene H. Betancourt; Sandra Montalvo

**Subject:** Review & Approve Draft Contract - Procurement Process Only- C-14-324-00-00--"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)

Good afternoon, Mr. Crain-

Please review & approve the **"draft"** requirements agreement for the purposes of the procurement process only for: **"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis) for the Hidalgo County Sheriff's Office.**

Please advise.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***

*Hidalgo County Purchasing Department*

*2812 South Business Highway 281*

*Edinburg, Texas 78539*

*P(956) 318-2626 F(956) 318-2629*

*Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)*

## REQUIREMENTS AGREEMENT

**C-14-324-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, **2014** by and between \_\_\_\_\_ ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** including **All Other Hidalgo County Law Enforcement Agencies** for - "**Purchase of Tires-Including Installation and other Related Services**" (**on an as needed basis**) (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an **additional two (2) one (1) year terms**, under the same rates, terms and conditions. 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 \_\_\_\_\_, **2014** and expire on \_\_\_\_\_, **2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set

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

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County  
Attention: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Seller:

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

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

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

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

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

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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

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

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

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

*Approved By Commissioners Court:* \_\_\_\_\_, 2014

**APPROVED AS TO FORM:  
Atlas & Hall, LLP**

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

**COUNTY OF HIDALGO**

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

**ATTEST:**

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

**COMPANY:**

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

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

DRAFT

**EXHIBIT "B"**  
BID PAGE

DRAFT

**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE

DRAFT