

20.7

- 1. AI-59677 Presentation of the sole responsible vendor, Model Laundry submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Mats, Dust Mops & Shop Rags & Towels" through project No.: 2017-057-04-26-FAZ.

Long

APPROVED

- 2. AI-59823 Requesting approval to accept bid and approval to award Contract to Pavement Markings Inc. lowest and best bidder over all and meeting all specified requirements for RFB No.2017-053-05-10-TDL "Striping / Markings of County Roads, County Parking Lots & Misc. County Owned Sites", subject to compliance with HB1295.

21.

Open Forum

① Fern McLaugherty Re: 5c tax abatement item 201, 19B

22.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A.

Real Estate Acquisition

*in @ 12:54
out @ 1:47*

B.

Pending and/or potential litigation

C.

AI-59687 CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd., et al

D.

AI-59865 CCD-0378-H; State of Texas & Hidalgo County v John Rigney & Melissa Rigney

E.

AI-59873 CL-17-2105-A; Saragoza Gomez & Anita Gomez v KHIP Ventures LLC, et al

F.

AI-59728 EEOC Charge No. 451-2016-0284; Jose Lauro Hinojosa v County of Hidalgo

G.

AI-59767 EEOC Charge No. 451-2017-01461; Maria Leal v County of Hidalgo

H.

AI-59726 Claim of Mary Alice Palacios —

I.

AI-59697 Claim of Maria Mendoza —

J.

AI-59702 Claim of Italy Perez —

K.

AI-59704 Claim of Maria Solmonson —

L.

AI-59808 Claim of Jim McAllen —

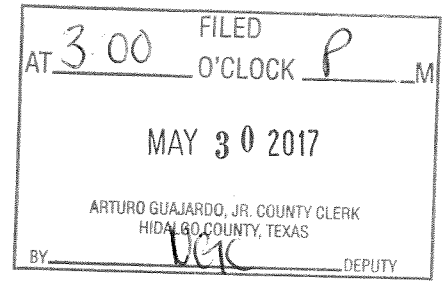
23.

OK

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of Atlas, Hall & Polyzos for the refer to 2/c

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



SERVICE CONTRACT

C-17-053-05-16

THIS CONTRACT is made and entered into this **16th day of May, 2017** by and between the County of Hidalgo, Texas ("County"), and **Pavement Markings, Inc.** ("Company").

WHEREAS, Company responded to request for bids for **"Striping/Marking of County Roads, County Parking Lots, & Misc. County Owned Sites"** (on an as needed and requested basis only), (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A", the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or it's designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than

the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period beginning June 07, 2017 and ending June 06, 2018 and may be extended at the sole discretion of County for an additional two (2) one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

10. This Contract shall not be assignable in whole or in part by either party without

prior written consent of the other party.

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

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 East Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company **Pavement Markings Inc.**
 7010 N. FM 493
 Donna Texas 78539

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

14. 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 without cause by County with thirty (30) day's written notice.

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

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

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

18. **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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

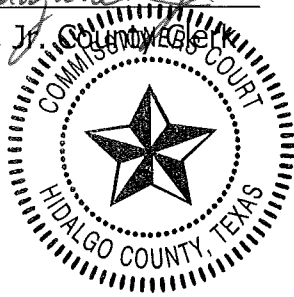
WITNESS our hands in duplicate originals this 11th day of May, 2017.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5/16/17 mb

ATTEST:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk



COMPANY: Pavement Markings Inc.
By: Cassandra Villegas
Printed Name: Cassandra Villegas
Title: Vice President

Approved by Commissioners Court on: May 16th 2017

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

By: [Signature]

REQUEST FOR BIDS

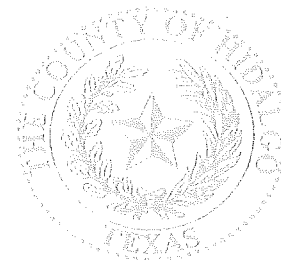
HIDALGO COUNTY “STRIPING/MARKINGS OF COUNTY ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES”

BID OPENING DATE

May 10th , 2017

Contact Person:

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY - “STRIPING/MARKINGS OF COUNTY ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES”** 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. 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.

One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/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.: 2017-053-05-10-TDL “HIDALGO COUNTY - “STRIPPING/MARKINGS OF COUNTY ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, May 10, 2017. NO FACSIMILES, EMAILS 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 “HIDALGO COUNTY - “STRIPPING/MARKINGS OF COUNTY ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES”** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
 2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit “B”**);
 3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 5. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**); and
 7. Title VI Appendices (See **Exhibit “G”**)
 8. SAMS.gov Registration Acknowledgement (See Number 18 below).
2. 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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
 3. 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.
 4. 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.

5. 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.
6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
8. 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.
9. County reserves the right to accept or reject any or all Bids.
10. Costs are to be net F.O.B., County Prepaid.
11. 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.
12. 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.
13. 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.
14. 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

15. 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 -RFB NO.:2017-053-05-10-TDL Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office
 2808 S. Business Hwy 281
 Edinburg, TX 78539
 (956) 318-2511

16. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	<u>May 10th, 2017</u>
Award of Contract	<u> , 2017</u>
Commence Work or Deliver Products	<u> , 2017</u>

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

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

. 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.

18. TITLE VI NOTICE/ NONDISCRIMINATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G"**.

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, 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 E, 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-053), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: tanya.delira@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. 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 the County.
23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
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.

EXHIBIT "A"

SPECIFICATIONS

REQUEST FOR BID PACKET

Exhibit "A"
Hidalgo County
"Striping/Markings of County Parking Lots, Etc."
RFB No.: 2017-053-05-10-TDL
(NIGP CODE: 968-61)

SCOPE OF SERVICES:

The services contract will encompass all project-related labor and materials for Striping/Markings of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

REQUIREMENTS:

1. Striping/Markings of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only**.
2. Delivery hours will be arranged with requestor when requiring Striping/Markings of county roads, county parking lots, and miscellaneous county owned sites.
3. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. 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.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**. Insurance certificates must be maintained throughout the contract term.
7. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor without prior written consent of Hidalgo County for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. Hidalgo County has the authority to utilize State contracts or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

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 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.

d) **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.

e) **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.

TERM:

The contract will be in effect for a period of (1) one year with the County's sole option to extend for two (2) additional (1) one year terms.

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.

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.

Further information required for this project can be addressed to, Martha L. Salazar, C/O Cris Ayala, Buyer III, 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 OR VIA EMAIL TO: tanya.delira@co.hidalgo.tx.us ; NO LATER THAN, Monday May 1st, 2017, 5:00 P.M. Responses will be sent to all applicants via email by no later than, 5:00 P.M., **Wednesday, May 3rd, 2017.**

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
 BID PAGE
 HIDALGO COUNTY

"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, & MISC. COUNTY OWNED SITES."

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	\$	/ft.
4" yellow or white thermo plastic	\$	/lf.
4" reflectors yellow or white	\$	/ea.
8" yellow or white thermo plastic	\$	/lf.
24" white paint stripe	\$	/ea.
Thermoplastic arrows	\$	/ea.
6" x 6" Giggle Bar File, yellow or white	\$	/ea.
24" white Thermoplastic stripe	\$	/lf.
Thermoplastic Words: (include) ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD and RAILROAD	\$	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	\$	/lf.
4" yellow or white car spaces	\$	/ea.
Arrows	\$	/ea.
"Reserved" painted on curb	\$	/ea.
Handicap Symbols	\$	/ea.
Crosshatched Islands	\$	/ea.
Painted Curb (red & yellow)	\$	/ft.
Repaint Car Stops	\$	/ea.
"No Parking" (3' Letters)	\$	/ea.
Handicap Symbols Pre Fab Thermal 2-color	\$	/ea.
Fire Lane	\$	/ea.
No parking on red curb	\$	/ea.
Cross walk crossing (white or yellow paint) 12"	\$	/lf.
Cross walk crossing (white or yellow thermoplastic) 12"	\$	/lf.
Parking Lot	\$	/ea.
Parking Lot Crossing	\$	/ea.
Crossing from ADA to Facility	\$	/ea.

LEGEND *lf-linear feet /ea.-each/ ft.-feet

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY

"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, & MISC. COUNTY OWNED SITES."

BIDDER'S INFORMATION


BIDDER/COMPANY NAME: Pavement Markings Inc.
ADDRESS: 7010 N FM 493
CITY/STATE/ZIP CODE: Donna, TX 78537
PHONE NUMBER: 956-464-0009
E-MAIL ADDRESS: Villerg37@aol.com
CELLULAR NUMBERS: 956-373-0545 Frank V. FAX NUMBER: 956 464-5677
AUTHORIZED SIGNATURE: 
PRINTED NAME: Cassandra Villascas
TITLE: Vice President
DATE: 4/25/2017

EXHIBIT "B"
 BID PAGE
 HIDALGO COUNTY

"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, & MISC. COUNTY OWNED SITES."

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	\$ 0.22	/ft.
4" yellow or white thermo plastic	\$ 0.39	/lf.
4" reflectors yellow or white	\$ 3.45	/ea.
8" yellow or white thermo plastic	\$ 2.40	/lf.
24" white paint stripe	\$ 1.70	/ea.
Thermoplastic arrows	\$ 80.00	/ea.
6" x 6" Goggle Bar File, yellow or white	\$ 4.40	/ea.
24" white Thermoplastic stripe	\$ 7.80	/lf.
Thermoplastic Words: (include) ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD and RAILROAD	\$ 80.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	\$ 0.38	/lf.
4" yellow or white car spaces	\$ 1.80	/ea.
Arrows	\$ 12.00	/ea.
"Reserved" painted on curb	\$ 4.00	/ea.
Handicap Symbols	\$ 40.00	/ea.
Crosshatched Islands	\$ 40.00	/ea.
Painted Curb (red & yellow)	\$ 0.60	/ft.
Repaint Car Stops	\$ 7.00	/ea.
"No Parking" (3' Letters)	\$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	\$ 190.00	/ea.
Fire Lane	\$ 4.00	/ea.
No parking on red curb	\$ 3.00	/ea.
Cross walk crossing (white or yellow paint) 12"	\$ 0.90	/lf.
Cross walk crossing (white or yellow thermoplastic) 12"	\$ 3.90	/lf.
Parking Lot	\$ 8.00	/ea.
Parking Lot Crossing	\$ 10.00	/ea.
Crossing from ADA to Facility	\$ 20.00	/ea.

LEGEND *lf-linear feet /ea.-each/ ft.-feet

EXHIBIT "C"

INSURANCE

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 05/12/2017

PRODUCER

San Juan Insurance Agency, Inc DBA
Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-
(956)781-6663

APPLICANT NAME AND MAILING ADDRESS

PAVEMENT MARKINGS INC. &
J.F.R.G.V. LTD
7010 N FM 493
Donna TX 78537-
(956)464-0009

CLIENT ID

2974

POLICY TPP101209806

11/16/2016 to 11/16/2017

YEAR	MAKE AND MODEL	VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2000	VOLVO TRACTOR	4V5JC2HE5YN868839	404	15,000
2003	FREIGHTLIN MED CONV FL80	1FVHBXBS53HK44631	314	25,000
2007	HINO HINO 268	5PVNE8JT072S50786	314	18,000
2004	GMC t series f7b042	1GDM7F1324F503164	314	70,000
2004	VOLVO VHD	4V5KC9GF14N368260	404	30,000
2010	PETERBILT CONV 340	2NPRLN0X5AM107373	314	75,000
2009	GMC T7500	1GDM7F1B99F411404	314	120,000
2009	FORD F550	1FDAW56R29EA52912	214	12,000
2011	FORD F350	1FT8W3BT1BEC67616	214	25,000
2013	ISUZU TRUCK	JALE5J163D7900127	214	40,000
2013	PETERBILT FB	2NP3LN9X1DM199028	314	80,000
2013	PETERBILT FB	2NP3LN9X3DM199029	314	80,000
2013	FORD F350	1FT8W3BT2DEA02898	214	32,000
2013	FORD F150	1FTFW1R62DFC41910	014	54,000
2014	FORD F-350	1FT8W3AT3EEA09295	214	38,000
2014	PETERBILT 320	3BPZKJ8X4EF247815	314	340,000
2014	PETERBILT 320	3BPZKJ8X1EF251997	314	340,000
2012	MERCEDES-B 2500	WDAPF4CC6C9502444	214	32,000
2015	PETERBILT 348	2NP3LJ0X5FM293731	504	160,000
2015	CHEVROLET SILVERADO	1GC1KWE84FF652058	034	48,130
2016	PETERBILT Flatbed	1NPCLP9X3GD328439	314	120,000
2016	PETERBILT 320	3BPZXJEX4GF107000	314	150,000
2016	FORD F350	1FT8W3AT7GEB68288	214	52,027.94
2016	HYUNDAI SONATA	5NPE3AF5GH262522		21,000
2017	FORD F550	1FD0W5GT1HEB69160		57,000
2017	INFINITI QX70	JN8CS1MU7HM141294		55,000
2017	Chevrolet Silverado 2500HD	1GC1KXEYXHF124713		69,035
2018	PTRB	1NPCLP0X0JD391941		150,000

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-206733

Date Filed:
05/12/2017

Date Acknowledged:
05/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pavement Markings, Inc
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB:2017-053-05-10-TDL

"STRIPING/MARKINGS OF COUNTY OWNED ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES"

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pavement Markings, Inc
Donna, TX United States

Certificate Number:
2017-206733

Date Filed:
05/12/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB:2017-053-05-10-TDL

"STRIPING/MARKINGS OF COUNTY OWNED ROADS, COUNTY PARKING LOTS & MISC. COUNTY OWNED SITES"

4 Name of Interested Party

City, State, Country (place of business)

Nature of interest
(check applicable)

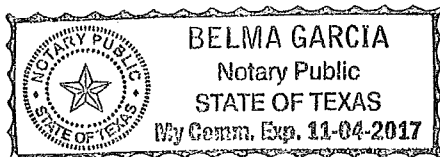
Controlling Intermediary

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Cassandra Villaseca
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cassandra Villaseca, this the 12th day of May, 2017, to certify which, witness my hand and seal of office.

Belma Garcia
Signature of officer administering oath

Belma Garcia
Printed name of officer administering oath

Personal Banking Rep.
Title of officer administering oath