



## **REQUEST FOR BIDS (RFB)**

### **HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

*“Lease and/or Service of Portable Toilets”*

**RFB No: 2019-048-XX-XX-HAG**

**Acceptance Due Date: MONTH, DAY, 2019**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

#### **Project Contract Specialist Contact Information:**

Hector Garcia, Contract Specialist I  
(956) 318-2626 Ext. 4857  
[hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us)

1. Sealed bids will be received for **“Hidalgo County (Including all funding sources, programs, and entities) Lease and/or Service of Portable Toilets”**, in accordance with the requirements attached hereto as Exhibit "A". The bid should address all requirements set forth. Bidders (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original** (pages *one-sided* – clearly marked **ORIGINAL**), **one (1) copy** of all bids and **Five (5) CD/USB in PDF format** are required with the bidder’s name and 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, **RFB: 2019-048-XX-XX-HAG Hidalgo County (Including all funding sources, programs, and entities) “Lease and/or Service of Portable Toilets”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, MONTH, DAY, 2019.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 AND/OR PACKAGE IN REFERENCE TO BID.**

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

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

1. Legal Notice (See **page 11**);
  2. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  4. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit “E”**);
  5. Certification Regarding Debarment (See **Exhibit “F”**);
  6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
  7. Proposer’s Affidavit (See **Exhibit “J”**); and
  8. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted. Receipt of any bid shall under no circumstances obligate County to accept the lowest dollar bid. The award of this contract shall be made to the responsible bidder whose bid is determined to be the best bid, taking into consideration the relative importance of price and other factors as herein set forth.
  4. 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 an 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 respondent shall, in its sole

discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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 catalog numbers and any necessary references.
7. Bid prices are to remain firm for a minimum of ninety (90) days after the bid opening.
8. County reserves the right to accept or reject any or all bids.
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 Bid. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. Costs are to be net F.O.B., County Prepaid.
11. The 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 figure 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. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
  - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

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

14. **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 and Contract number (if any);
  - d) Notation - **“Hidalgo County** (Including all funding sources, programs, and entities) **RFB: 2019-048-XX-XX-HAG “Lease and/or Service of Portable Toilets”, and**
  - e) 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 AUDITOR’S OFFICE**

Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 956-318-2511

**15. SCHEDULE OF EVENTS:**

<b>Bid Opening, 9:30 A.M.</b>	<u>MONTH, DAY, 2019</u>
Award of Contract:	<u>2019</u>
Commence Work or Deliver Products:	<u>2019</u>

**16. HIDALGO COUNTY HOLIDAYS:**

2019 YEAR	
<b>New Year’s Day</b>	<b>01/01/19</b>
<b>Martin Luther King Day</b>	<b>01/21/19</b>
<b>President’s Day</b>	<b>02/18/19</b>
<b>Good Friday</b>	<b>04/19/19</b>
<b>Memorial Day</b>	<b>05/27/19</b>
<b>Independence Day</b>	<b>07/04/19</b>
<b>Labor Day</b>	<b>09/02/19</b>
<b>Columbus Day</b>	<b>10/14/19</b>
<b>Veteran’s Day</b>	<b>11/11/19</b>
<b>Thanksgiving Day</b>	<b>11/28/19-11/29/19</b>
<b>Christmas Day</b>	<b>12/24/19-12/25/19</b>
<b>New Year’s Eve</b>	<b>12/31/19</b>

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

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- 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.

- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the bidder shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.
- 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 performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *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) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E” are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
  - “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”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices

“A” through “E”, to which it is obligated to provide or submit as part of the bid.

- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

#### 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.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.
- **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.*

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

#### 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 “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 the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**If applicable, completed Form CIQ must be submitted 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 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 RFP packet. In accordance with these requirements, a 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 No. 2019-048-HAG**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to **hector.garcia1@co.hidalgo.tx.us**. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the 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 COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

- 22.** If during the life of any contract, or proposal awarded, the successful respondents' 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.
- 23.** Proposal 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.
- 24.** Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate the 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; and
  - 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 bidders, 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 (30) days 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. County reserves the right to terminate the contract immediately in the event of breach or default by a successful bidder, or 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 requirements.
28. **INDEMNIFICATION: 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 in the execution of, or performance under, any contract which may result from bid award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. The 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 bidders 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 the successful bidder.**
29. The 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 Bid shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful bidder within two (2) business days at no expense to County. Items that are 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 items' 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 respondent 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.
32. Respondents shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.
33. **CONTRACTS SUBJECT TO FEDERAL AWARD:**
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
  - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
  - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.

34. **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and

Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See Exhibit "E"* for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

35. TEX. GOVT. CODE 2270 – BOYCOTT ISRAEL VERIFICATION: Effective September 1, 2017, the Texas Government Code was amended to require state agencies and political subdivisions to obtain written verification from the Company that their Company (i) does NOT boycott Israel and (ii) will not boycott Israel during the life of this Contract, the Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code §2270.001(1) and §808.001(1), as amended. The County cannot execute a contract for goods or services without this declaration.
36. Bidders must provide all applicable documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

**REQUEST FOR BID LEGAL NOTICE**  
**For**  
**HIDALGO COUNTY**  
(Including all funding sources, programs and entities)

**“Lease and/or Service of Portable Toilets”**  
**RFB No.: 2019-048-XX-XX-HAG**

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

Bidder acknowledges that it has examined this Request for Bid and specifications and is familiar with the conditions to be met. 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 acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Bid. Bidder acknowledges that any and all specifications, provisions, and attachments of this Request for Bid are incorporated into and made a part of any resulting agreement.

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. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in bid rejection.

**Respectfully submitted,**

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

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

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