

REQUEST FOR PROPOSALS

HIDALGO COUNTY “AUCTIONEER SERVICES”

ACCEPTANCE DATE

MAY 03, 2019

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626



Form HCPD-04

- 1) Sealed proposals will be received for “Hidalgo County – Auctioneer Services”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) One (1) original and two (2) copies of all RFP, and three (3) USB/CD's in PDF format are required, with the vendor'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, RFP No.: 2019-059-05-03-YZV-Hidalgo County “Auctioneer Services” and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, MAY 03, 2019

No facsimiles, emails or late arrivals will be accepted. Any RFP 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 RFP No.: 2019-059-05-03-YZV-Hidalgo County- Auctioneer Services”. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

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

1. Legal Notice (See page 9);
 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 forms (See Exhibit “E”);
 5. Certification Regarding Debarment (See Exhibit “F”);
 6. Proposer’s Affidavit (See Exhibit “H”); and
 7. RFP Submittal Check List (See page following Proposer’s Affidavit)
 8. SAMS.gov Registration Acknowledgement (See Number 18 below).
- 3) Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
 - 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer or to reject all proposals and re-advertise.
 - 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer 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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 9) Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) County reserves the right to accept or reject any or all proposals.
- 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 proposal 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 card 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 FOR GOODS AND SERVICES: (If applicable)
 - 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, 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

16) BILLING AND PAYMENT INSTRUCTIONS

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation - "Hidalgo County-Auctioneer Services"

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
2808 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

17) SCHEDULE OF EVENTS

Proposal Acceptance Date Opening, 9:30 A.M.	<u>MAY 03, 2019</u>
Award of Contract:	_____
Commence Service or Products:	_____

18) 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 and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.
- Appendix II to CFR 200-Contract Provisions: Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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 (if applicable) wherein a contractor (or subcontractor) must insert form FHWA 1273 in each subcontract and further require its inclusion in all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “H”**, 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.

20) 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.

21) 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 that statement to be filed. The disclosure requirement applies to a person or business who contract 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 Proposer 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.

Complete Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 North. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

Completion and submission of form ciq is the sole responsibility of the prospective proposer. Questions regarding compliance should be directed to your legal counsel.

22) 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 RFP Project No. (2017-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the 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 Form 1295. Hidalgo county cannot enter into a contract until Form 1295 is submitted.

23) Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

24) If during the life of any contract or proposal awarded, the successful proposer'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.

25) Proposals 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.

26) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the

proposal;

- 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.

27) Successful proposer 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 proposers' 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.

28) Any contract award to a successful proposer 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) day's written notice prior to cancellation.

29) 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise, perform in accordance with the requirements.

30) Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

31) Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

32) 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.

- 33) The successful proposer 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.
- 34) Proposers 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 name of representative or contact person.
- 35) Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL LEGAL NOTICE

for

HIDALGO COUNTY

“Auctioneer Services”

RFP No.: 2019-059-05-03-YZV

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT
NAME: _____

TITLE: _____

EXHIBIT A
SERVICES/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"AUCTIONEER & RELATED SERVICES"
RFP NO: 2019-059-05-03-YZV

DRAFT

OVERVIEW

The County of Hidalgo is requesting proposals from qualified and licensed Auctioneers with a minimum of five (5) years' experience, to provide and furnish 'Auctioneer and Related Services' to all Hidalgo County Elected Offices, Departments and Agencies including Law Enforcement. etc. (as specified herein). Auctioneer Services will be on Hidalgo County sites; as selected by the County.

Proposal includes, but not limited to the following;

Auctioneer and Related Services for Surplus, Seized, Abandoned and Unclaimed vehicles, boats, semis, trailers, heavy equipment and other miscellaneous items such as: large and small furniture, fixtures, equipment and sundries.

The County will accept proposals for all-inclusive Auctioneer & Related Services".

Proposals will be accepted until 9:30 A.M., Wednesday, MAY 03, 2019. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

RFP SUBMISSION:

A total of one (1) original (pages one-sided, clearly marked original) and two (2) copies, of the RFP, and three (3) USB/CD's in PDF format shall be submitted.

Deliver Submittal to:

RFP NO: 2019-059-05-03-YZV

US Postal Mail Address: 2812 So. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 So. Business Hwy 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a Physical location of 2802 So. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA BY EMAIL; to yolanda.velasquez@co.hidalgo.tx.us . NO LATER THAN MONDAY, APRIL 15, 2019, AT 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE OR EMAIL BY WEDNESDAY, APRIL 17, 2019. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Prior to the award of Contract, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit H) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPSALS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in the case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to make sure that proposal is stamped with the date and time by the County Purchasing Department staff.

SIGNING OF RFP:

In order to be considered all submittals must be signed. Please sign the original in [blue](#) ink.

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will commence upon approval of Commissioner's Court and execution of all documents for a period of one (1) year term with the County's option to renew for two (2) - one (1) year terms; a possible total of three (3) years under the same rates, terms, and conditions. The award of contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

Hidalgo County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the agreement terms for the unforeseen delay in award of the new request for proposals.

All costs and expenses associated with the preparation and submission of (bids, proposal, qualifications and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP SCOPE OF SERVICES/REQUIREMENTS

Request for Proposal:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

Contents:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

All Funding Sources, Federal Programs & Entities:

- 1) All Hidalgo County Elected Offices, Departments, Programs & Agencies including Law Enforcement under all State, Federal, County or other funding sources.[i.e. Department of Community Supervision and Corrections, Headstart, WIC, CSA (Community Service Agency) and Urban County.
- 2) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, Constable Offices, and DPS.

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

HIDALGO COUNTY'S PROJECT OBJECTIVE:

- A. To select a qualified participant(s), to assist Hidalgo County in reducing & properly disposing of its surplus inventory and property. To provide requested services stated herein, but not limited to, with the ability to sell all types of items. These items may include automobiles, light-duty and heavy duty trucks, trailers, heavy equipment and other items as required.
- B. In addition to the above items, the County requires auctioneer services to dispose of confiscated or abandoned property including, but not limited to, tools, bicycles, jewelry, and other misc. items.

SCOPE OF SERVICES / REQUIREMENTS:

The Proposer will provide Auctioneering services to Hidalgo County Departments and all Hidalgo County Law Enforcement Agencies. The contract will encompass all services and responsibilities, to the County of Hidalgo including, but not limited to, the following:

VEHICLES

1. Qualified and licensed Auctioneer must have a minimum of five (5) years' experience and be licensed by TDLR (Texas Department of Licensing and Regulations), to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations.
2. Hidalgo County requests from interested participants to provide proposals for gross percentage (%), of sale proceeds to be retained by proposer. Hidalgo County will require documentation (vendor invoice & customer receipt copies).
3. The auctioneer service costs shall be a fixed percentage of all gross sales collected. No

buyer premiums will be allowed. The auctioneer's fee will be paid no later than fourteen (14) days following the collection of auction proceeds, registration forms, audio recording and detailed results of sale.

4. The auctioneer hereby agrees to use his/her professional skills, knowledge and experience to the best advantage of both parties in preparing and conducting all public auction sales.
5. Auctioneering Company will provide all necessary personnel and equipment to conduct a public auction sale. One (1) licensed auctioneer and a minimum of two (2) cashier/clerks, for the preparation of all receipts and transactions. One (1) assistant, to record auction transactions.
6. Auctioneer will conduct Auctions on Wednesdays and/or Thursday or as determined by the County, with a two (2) day viewing period prior too.
7. Auctioneering company will provide a sound system, for live auctions. The auction company must record the reading of the terms and auction sale on audio tape and present the audio tape to Hidalgo County Fixed Asset Division at the end of the auction. Any damage(s) to equipment will not be the responsibility of Hidalgo and no fees for such damages, will be passed on to Hidalgo County.
8. The auctioneering company shall provide terms and conditions of the sale to buyers, which must include disclosure that states that all sales are final, items will be sold "As Is", "Where-Is", and no Warranties, no guaranties or representation of any kind, expressed or implied are made by Hidalgo County.
9. Registration forms will be provided by the auctioneer. At the end of the Auction, these forms will be provided to Hidalgo County Fixed Assets Division, with a list of registered bidders that include, name, address and phone numbers, taken during registration.
10. Auctioneer will insure that buyer is aware that vehicle(s) will need to be removed from the premises/facility within 24hrs of the Auction day. General Merchandise to be removed from the warehouse within five (5) working days.
12. Auctioneer will maintain throughout the contract term, all insurances and its limits for Automobile, General, Workers Compensation Insurance and all licenses held. (Refer to Exhibit "C").
13. Auction sales will be conducted at Option Locations A, or B with prior notice given to the Auctioneer:
 - Option A). County-owned sites
 - Option B). On-line auctions whether thru the auctioneers or at the County's designated website
14. Statutory Notification:
The County will publish at its own expense, pursuant to Chapter 263.153, of the Texas

Local Government Code:

(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.

(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

15. Promotion of Sale through Auction:

a. It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).

b. Auctioneer shall provide proof of such promotion to the Hidalgo County Purchasing Department's Fixed Asset Division as part of the documentation submitted with proceeds.

16. Services to be provided by the Auctioneer and staff at no additional expense to Hidalgo County and mentioned parties; shall include, but not limited to, the following:

h). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.

i). All Auctioneer required licenses must be kept current with copies sent to Hidalgo County yearly, for the term of contract.

j). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale.

l). Auctioneer shall announce that all items are sold "As Is" and with "No Warranty", prior to an export vehicle is to be auctioned, the Auctioneer must state that vehicle is for "Export Only" Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

m). Auctioneer shall video tape or record all auctions and submit copies to the County.

n). Auctioneer will be responsible for completing the Application for Texas Certificate of Title (Form 130U). Also to submit the Texas Motor Vehicle Transfer Notification (Form VTR0346) electronically. Auctioneer will also stamp all titles and label all vehicles that are to be exported, "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.

o). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.

17. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to

provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.

18. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.
19. County items shall be first priority in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to add/delete items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record any and all auction sales.
20. Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
21. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
22. Hidalgo County reserves the right to add or remove items from any auction sale and the right to pull an item from the auction or to determine a **minimum sale price**.
23. Proposer shall furnish three references, with at least one being a Governmental entity.

GENERAL MERCHANDISE

- a.) All Hidalgo County departments under general and road and bridge fund;
 - b.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, CSA (Community Service Agency) and Urban County
 - c.) Law Enforcement Agencies or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, Constable Offices, and DPS.
1. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or Services to be provided by the Auctioneer and staff at no additional expense to Hidalgo County and mentioned parties; shall include, but not limited to, the following:
 - The Auction Report: Each receipt forming part of the Auction Report should include the Lot number and the itemized description, including the County's Identification numbers (asset numbers, if applicable) as indicated in the inventory list approved by Commissioner's Court. All copies of any ads, buyer's lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Department's Fixed Asset Division no later than fifteen (15) working days from the date of the auction.

Basis of Award

1. Basis of Award will be on the overall highest ranked proposer score in accordance with Selection Evaluation Criteria
2. Should the County, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked proposer.
3. The County reserves the right to accept an offer in-full, or in-part, or to reject all offers.

SECTION III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals. During this process, clarifications may be requested from proposer.
After the initial scoring and evaluation, the County may request proposers to submit a Best and Final offer.
- B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.
- C. Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.

DATE. County, in its sole discretion, may elect to extend the term of this agreement for an additional two (2) one year terms, under the same rates, terms and conditions. This agreement may be extended at the sole discretion of County for an additional sixty (60) days Grace Period at the end of the contract term for unforeseen delay in award of the new bid, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.

5. Auctioneer represents and warrants to County as follows:
 - (a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.
 - (b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B".
 - (c) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this proposal and the execution of this Agreement by County do not constitute any representation or guaranteed that any such auction will occur.
 - (d) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating a Five-Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy, naming County as an additional insured and Automobile Liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder. Workers compensation insurance in amounts established by Texas law, unless the Proposer (Auctioneer) is specifically exempted from the Texas Workers compensation Act, Texas Labor Code Chapter 401, et.seq. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement. Auctioneer shall give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage.
 - (e) Auctioneer or any person providing service hereunder by or through Auctioneer shall be prohibited from purchasing any goods tendered by County hereunder for which Auctioneer has performed, directly or indirectly, the Services.
 - (f) County and Auctioneer agree that either party may terminate this contract

upon thirty (30) days written notice at any time for any reason or no reason at all.

6. Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

7. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer's auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be cancelled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

8. Unless minimum bids are otherwise specified by County in writing prior to conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

9. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

10. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated.

11. This Agreement may be terminated without course by County on thirty (30) days notice to Auctioneer.

12. **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.

13. **No Waiver.** No waiver by County 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.

14. **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 County and Auctioneer, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
Attention: County Judge
100 East Cano 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Purchasing Department
Attention: Purchasing Agent
2812 South Highway 281
Edinburg, Texas 78539

If to Auctioneer: COMPANY'S NAME
ADDRESS
CITY, TX

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.

17. **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.

18. **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.

19. **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

20. **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.

21. **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.

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

23. **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 sixty (60) days written notice to Company. County 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 County.

24. **Immunities.** Nothing in this Agreement 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.

25. **Nondiscrimination:** Company, including subcontractors, assignees, and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

26. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes should the procurement be subject to federal award.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

COMPANY:

By: _____

Printed Name: _____

Title: _____

ATTEST:

Arturo Guajardo, Jr. County Clerk

Approved on Commissioners' Court: _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”

PROPOSAL PACKET

DRAFT

EXHIBIT “B”

DRAFT

EXHIBIT “C”

INSURANCE

DRAFT