

EXHIBIT“A”
HIDALGO COUNTY(All funding sources, programs & entities)
“BULK GASOLINE – ON-OFF-HIGHWAY DIESEL FUEL & OTHER RELATED MISC.
PRODUCTS”
BID No.: 2020-526-10-19-YZV
SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is seeking bids from qualified and interested vendors for purchases of bulk fuel, i.e. gasoline (**all grades**) and diesel (**all grades**). The most common fuels used for Bulk are Unleaded Regular, Unleaded Mid-Grade, Unleaded Premium, Unleaded Super, and #2 Ultra Low Sulfur Dyed Diesel. Hidalgo County will contract with the lowest responsible bidder meeting all specifications and/or requirements contained herein. All purchases of gasoline and/or, diesel fuel will be on an “**As needed basis**” only. There is **no guarantee** on annual volume. Bidders must bid on Exhibit “B” bid page. **Hidalgo County has the option to seek purchases from state awarded vendors or any other state cooperative purchasing programs whenever it is in the County’s best interest to do so.**

BID PRICE:

Bid your lowest margin of profit for **all** gasoline and diesel grades.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Prices that Hidalgo County will pay for all fuel deliveries will be based upon the bidder price above or below applicable OPIS report Rack Price and the profit margin. Bidder should provide on Exhibit B - "Bid Page" calculations for the least expensive Rack Price from available Pad sites in and around the County of Hidalgo, including but not limited to the Edinburg Pad or Harlingen Pad sites. Vendor shall provide copy of OPIS Report of the (Friday’s before bid opening date along with your response)

Awarded bidder must submit a relevant current OPIS report reflecting the Rack price for the applicable Pad with each invoice to the County

REFERENCES:

A list of a minimum of five references/contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

Company

Contact Person

Phone Number

Term of the contract

If bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost to the County.

RESPONSIBILITY OF BIDDER:

Any above ground storage tank upon placement throughout the County will be required by awarded vendor to register such tanks as per the Texas Administrative Code, Title 30 Environmental Quality, Part I Texas Commission on Environmental Quality (TCEQ), Chapter 334. Copies of registration forms to be forwarded to the attention of: Martin Ramirez, Hidalgo County Environmental Compliance Coordinator, via email: martin.ramirez@hcd.org

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

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

Successful bidder shall provide a Countywide, major brand fleet fuel monitoring system, card fuel access control security system and dispensing system with electronic capture and report of transactions. Replacement cards for the monitoring system must be provided, as necessary, at no additional cost to the County.

Successful bidder will also establish base-pricing information on a weekly basis. Base pricing information shall consist of a PAD report pricing, plus differential equaling total price.

Awarded vendor will maintain an emergency disaster fuel program available for Hidalgo County fuel locations including Emergency Personnel at Hidalgo County Emergency Management Office. Emergencies may include power outages, riots, civil disobedience, etc., and disasters will be acts of God such as hurricanes, floods, tornadoes, etc., 24 hour facilities and personnel, and emergency disaster fuel availability in Hidalgo County.

Fuel card tracking must include:

- Vehicle number
- Date and Time of fueling
- Identification of fueling station
- Identification of mileage of vehicle fueled
- Type and price per gallon of fuel
- Total volume and dollar amount of fuel and vehicle miles per gallon
- Electronic transaction file must match hard copy

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for “Bulk Gasoline-On-Off-Highway Diesel Fuel & Other Related Misc. Products” for a one (1) year term with the County’s option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

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.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY’S RIGHT OF SELECTION:

All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders must be in compliance with the City Ordinance Fire Codes.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:

All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be noted in writing, in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner’s Court for discussion.

“OR EQUAL” INTERPRETATION CLAUSE:

Any time a particular manufacturer’s name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient date on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on specifications and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of HIDALGO

COUNTY, HIDALGO COUNTY may on a thirty (30) day written notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder's own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation makes the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Suspected contaminated fuel will be sent to a Laboratory for testing with cost to be incurred by awarded vendor. Should laboratory test results show fuel contains any level of alcohol or other contaminants, the vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. **Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.**

BID AWARD:

HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

DELIVERY INSTRUCTIONS:

Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday (Saturdays if Necessary).

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

- A) Marked- "HIDALGO COUNTY-Bulk Gasoline-On-Off-Highway Diesel Fuel & Other Related Misc. Products"
- B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the co-signee.

Contact person for Billing & Payment questions: **Arcy Duran, County Auditor Hidalgo County Auditor's Office, Physical 2808 S. Business Highway 281, Edinburg, TX 78539, Phone: (956) 318-2511.**

ADDITIONAL REQUIREMENTS:

Hidalgo County is additionally requesting loaner tanks be provided by awarded vendor to be constructed of steel. Filtering system for loaner tanks will be the responsibility of the awarded vendor. Sampling of the fuel must be conducted by awarded vendor along with County authorized personal to witness sampling of bulk fuel for every delivery to all County locations requiring bulk fueling.

Awarded vendor must provide loaner tanks located within the City of Edinburg (Precinct No. 4) city limits which **must** be constructed with **Double Wall UL-2085**, as requested by City of Edinburg Fire Code

Awarded vendor shall have available delivery trucks for the specified fuel requested for Hidalgo County.

It is the Awarded vendor's responsibility to keep their tanks and equipment insured (at a minimum) as stated on Exhibit "C". All permits, paperwork, etc., related to such tanks and equipment must be maintained and updated as necessary proof of such must be provided to the Hidalgo County Purchasing Department.

Bidder shall also be available to provide **HIDALGO COUNTY** with **fuel tank(s), pumps and dikes as needed and/or required/requested by County Departments**. Tanks, pumps and/or installation of tanks, pumps and dikes will be **at no additional charge** to Hidalgo County.

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may add facilities or delete service for any facility when such service is no longer required during the contract period without advance notice to the bidder.

Any electrical components installed must be grounded.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with EPA Rules pertaining to Oil Pollution Prevention under 40 CFR 112 and OSHA Standards for general industry '1910.106(b)(2)(vi)(c).

Note:

Any and all current and future tanks in the possession of Hidalgo County will be honored by awarded vendor.

BULK FUEL - The current list provides all bidders, including but not limited to, Hidalgo County's existing tanks & miscellaneous equipment. Fuel shall be delivered within 24 hours of the County's request/order to County's including but not limited to;

DESIGNATED DEPARTMENT/ ADDRESS	Nº OF TANKS	Nº OF PUMPS
Hidalgo County Sheriff's Office (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. (956) 383-8114 X 6185	One (1) 20,000 Gallon Gasoline Tank One (1) 4,000 Gallon Diesel Tank	4 Gas 1 Diesel
Hidalgo County Precinct No. 1 Administration -1902 Joe Stephens- Weslaco, Texas Shop -Sunrise Hill Park located on Mile 11 N. & 1 ½ miles W from FM 1015, Weslaco Texas Phone No. (956) 968-8733	One (1) 2000 Gallon Gasoline Tank-Loaner One (1) 2000 Gallon Dyed Diesel Tank-Loaner One (1) 2000 Gallon Diesel Tank-Loaner	Gasoline 1 Clear Diesel 1 Red Di
Hidalgo County Precinct No. 2 4011 S. Veterans Blvd., San Juan, TX 78589 Billing Address: 300 West Hall Acres Ste. G, Pharr, Texas Phone No. (956) 787-1891	One (1) 2000 Gallon Gasoline Tank One (1) 1000 Gallon Diesel Tank One (1) 4000 Gallon Diesel	1 Gasoline 1 Red Diesel 2 Diesel
Hidalgo County Precinct No. 3-Shop Office -724 N. Breyfogle Rd.- Mission, Texas Shop / Motor Pool -7 Mile Line & Iowa Rd. Phone No. (956) 585-4509	Two (2) 1,000 Gallon Diesel Tank (Landfill) One (1) 200 Gallon Diesel(Anzaldua Park) One (1) 500 Gallon Fuel (Anzaldua Park) One (1) 6000 Gallon Diesel Tank One (1) 2000 Gallon Diesel	
Hidalgo County Precinct No. 4-Adm./Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.(956) 383-3112 <i>*Loaner tanks must be constructed as requested by City of Edinburg with Double Wall UL-2085</i> <i>All loaner tanks in the City of Edinburg limits must meet City of Edinburg Fire Code.</i>	Two (2) 4000 Gallon Diesel Tank Two (2) 1000 Gallon Diesel	1 gasoline 2 Diesel
Old Hidalgo County Sheriff's Department 3100 S. Highway 281-Edinburg, Texas 78539 Phone No. (956) 318-2649	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel	
Hidalgo County Sheriff's Office East Sub-Station 3003 East Mile 11 North-Weslaco, Texas 78596 Phone No.(956) 973-7880	One (1) 10,000 Gallon Gasoline Tank	1 Gas

GENERATORS-Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed below:

DESIGNATED DEPARTMENT/ADDRESS	No. OF GENERATORS EACH
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas, Tel: No. (956) 383-8114	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Sheriff's Office 711 E. El Cibolo Road- Edinburg, Texas, Tel: No. (956) 383-8114	One (1) 1,000 Gallon Diesel Fuel Tank One (1) 150 Gallon Diesel Fuel Tank

Continuation of Generators Locations;

DESIGNATED DEPARTMENT/ADDRESS	No OF GENERATORS
Hidalgo County Sheriff's Office (Academy) 715 E. El Cibolo Road- Edinburg, Texas, Tel. No. (956) 383-8114	One (1) 600 Gallon Diesel Fuel Tank
Hidalgo County Court House 100 N. Closner, Edinburg, Texas, Tel No. (956) 318-2646	One (1) 250 Gallon Diesel Fuel Tank Natural Gas
Annex III 100 E. Cano, Edinburg, Texas	One (1) 1,645 Gallon
Administration Building 2802 S. Bus. Hwy 281, Edinburg. Texas Phone No. (956) 318-2646	Two (2) 250 Gallon Diesel Fuel Tank
Juvenile Detention Center 1001 North Doolittle Rd., Edinburg Texas, Tel No. (956) 381-8600	One (1) 300 Gallon Diesel Fuel Tank One (1) 500 Gallon
Weslaco Boot Camp 1711 N. Bridge – Weslaco, Texas, Tel: No. (956) 969-4908	One (1) 50 Gallon Diesel Fuel Tank
Health and Human Services 1304 S. 25 th Street, Edinburg, Texas, Tel: . (956) 383-6221	Two (2) 400 Gallon Diesel One (1)60 Gallon Diesel Fuel Tank One (1) 75 Gallon Diesel Fuel Tank One (400) Gallon Diesel Fuel Tank
Health and Human Services 3100 E. Hackberry, McAllen, Texas	322 Gallons
Health and Human Services 1901 N. Bridge, Weslaco, Texas	322 Gallons
Health and Human Services 3105 E. Richardson, Edinburg, Texas Tel. No.: (956) 318-2040	322 Gallons
Health and Human Services 211 N. Schuerbach, Mission, Texas	322 Gallons
SATF (Substance Abuse Treatment Facility) 1124 N. "M" Rd., Edinburg, Texas	One (1) 20 gallon
Forensic Center 3100 "A" S. Bus. Hwy. 281, Edinburg, Texas	One (1) 100 gallon
Pct. 1 Constable 1902 Joe Stephens, Weslaco, Texas	One (1) 333 gallon
Pct. 2 (Facilities Spare System)	One (1) 175 gallon
Pct. 2 Pharr Clinic 300 W. Hall Acres Rd. Ste. "B" Pharr, Texas	One (1) 399 gallon
Pct. 3 Multiplex 724 N. Breyfogle, Palmview, Texas	One (1) 250 gallon
Pct. 3 Pavillion, Mission, Texas	One (1) 250 gallon
Pct. 4 Offices 1001 N. Doolittle Rd., Edinburg, Texas	One (1) 200 gallon
Pct. 4 "M" Rd. 1134 N. "M" Rd., Edinburg, Texas	One (1) 500 gallon
Pct. 4 Sunflower Park E. Hwy. 107, La Blanca, Texas	One (1) 145 gallon
Pct. 4 186 Fire Dept. 21661 Hwy. 186, Edinburg, Texas (San Manuel)	One (1) 510 gallon
John Austin Peña	One (1) 1000 gallon

Note: Any and all new Generators will be honored.

In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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.

- 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.
- 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.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- 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.

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.

Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical: 2802 S. Bus. Hwy. 281 Postal/Mailing: 2812 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL to: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, **Monday, October 12, 2020, 5:00 P.M. Responses to said inquiries will be sent to all applicants via email by no later than, 5:00P.M., **Wednesday, October 14, 2020**.**

Bid pages must be completed in its entirety in order to be considered a complete response.

- 1. Please specify if you will provide Hidalgo County with 24 hour service (yes or no)_____**
- 2. Please provide locations for fueling on a separate page (Store names, city and addresses) in Hidalgo County.**

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE №: _____ FAX №: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **Month 00, 2020** and expiring on **Month 00, 20__**, and may be extended at the sole discretion of the County for an additional **___ () one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also 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 of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. Indemnification. 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. Assignment. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. Independent Contractor. 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. Notice. 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 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: _____

14. Provisions. 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.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors.** 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.

17. **Governing Law.** 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.

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 ninety (90) 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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **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.

20. **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.

21. **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 a part of this agreement for all purposes.

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

23. **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.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
David R. Cantu,
Assistant District Attorney

EXHIBIT “A”
Request for Bid (RFB)
Procurement Packet

DRAFT

**EXHIBIT B
BID PAGE**

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT