

February 25, 2020

Big D Tractor Co., LLC dba/  
Frontera Equipment/Blue Cat Rental  
Attn: Carlos Gomez III  
2300 E. Expressway 83  
Donna, Texas 78537

Email: [chuck@bluecatrentals.com](mailto:chuck@bluecatrentals.com)  
[nancy@bluecatrentals.com](mailto:nancy@bluecatrentals.com)

TERM: June 19, 2020 - June 18, 2021

**Re: Renewal/Extension Notice/HB 1295 Form Required**  
Contract/Renewal No **C-19-092A-06-18**  
Hidalgo County "Rental of Heavy Equipment"

Dear Mr. Gomez,

Be advised, that in order to proceed with the County's option to extend/renew final one (1) year term, under the same rates, terms and conditions as provided in the current contract with Big D Tractor Co., LLC dba/Frontera Equipment/Blue Cat Rental for the referenced project, the County is required, as of **January 01, 2016**, to comply with the **Texas Government Code §2252.909**, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administration Code. In accordance with these requirements for the type of contract being considered, 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 order for County staff to process the above referenced extension/renewal; you must complete and File Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Reference No. E-20-037**. Once completed and filed, "*unsworn declaration*" Form 1295 must be printed, signed and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court, the signed and "*unsworn declaration*" Form 1295 must be received in our office completed **by no later than 9:00 a.m. on Wednesday, March 04, 2020**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed an "*unsworn declaration*" may result in delay of renewal.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by no later than date reflected above.

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



Date: Feb. 25<sup>th</sup> 2020

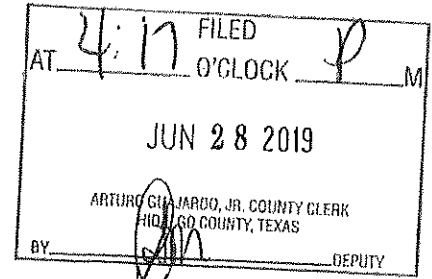
Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

*Yolanda Velasquez*

Yolanda Velasquez,  
Contract Specialist II

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §



**CONTRACT FOR SERVICE  
C-19-092A-06-18**

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of June, 2019, by and between the **County of Hidalgo, Texas ("County")**, and **Big D Tractor Company LLC dba Frontera Equipment / Blue Cat Rentals ("Company")**.

**WHEREAS**, Company responded to notices for Requests for Bids (RFB) for: **"Rental of Heavy Equipment"** for **Hidalgo County** (on an as needed basis) (the "Services"); and

**WHEREAS**, Company submitted a bid, a copy of such bid is attached hereto as Exhibit "B" to provide services in accordance with Exhibit "A" Request for Bids RFB Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" RFB Procurement Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **June 19, 2019**, and expiring on **June 18, 2020**, and may be extended at the sole discretion of the County for an additional **one (1) year** term under the same rates, terms and conditions. Hidalgo County reserves the right to continue this sealed 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 contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. As consideration for rendering the Service provided for in this Contract, the County

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

COUNTY OF HIDALGO

*Richard F. Cortez*

Richard F. Cortez, County Judge

ATTEST:



*Arturo Guajardo*  
Arturo Guajardo, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: *6/18/19*

Company: *Big D Tractor Co. LLC dba  
Frontera Equipment /  
Blue Cat Rentals*  
By: *[Signature]*  
Printed Name: *Carlos Gomez III*  
Title: *President*

Approved By Commissioners Court On: *6/18/19*

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

By: *[Signature]*  
Robert Vifia, III, Assistant District Attorney