

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 RFB within **Hidalgo County** following a request for Services by **Hidalgo County** or his 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.

3. This Contract shall be for a period beginning August 02, 2014 and ending on August 01, 2015 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional ninety (90) day grace period, under the same rates terms and conditions due.

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

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

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

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

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

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

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

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

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

If to County: **The County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539**

If to Company **CTC Distributing, LTD
615 Blaze Blvd
Edinburg, Texas 78539**

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

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of Services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

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

17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996).

18. 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 County and not otherwise.

WITNESS our hands in duplicate originals this ____ day of _____, 2014.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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

By: COMPANY CTC Distributing, Lte 1
Printed Name: Brian Kelly Mroden
Title: General Manager

Approved by Commissioners' Court on 7-22-14

Approved by Commissioners' Court
on 7/22/14 RW

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By: Stephen L. Crain
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR BID
PROCUREMENT PACKET

HIDALGO COUNTY (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP,
RETRIEVAL & DELIVERY SERVICES"
BID № 2014-050-05-21-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.
2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that Hidalgo County intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**
3. The bidder must provide the following services:
 - a. Storage of all new/additional records, in a new proper storage box;
 - b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
 - c. Deliver files/boxes requested by the Department;
 - d. Any storage boxes requiring replacement shall be provided at no charge to the County.
 - e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
 - f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
 - g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.
4. For purposes of this RFB:

"Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

"Pick-Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

“Retrieval” shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

“Request” A request for a file or box shall consist of a County Department’s designated person providing written form (See Exhibit “G”) to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the “Services”.

5. It is the contractor’s sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: <http://www/tsl.state.tx.us/slr/recordspubs/index.html>
 - a. Microfilming Standards and Procedures (Local Government Bulletin A)
 - b. Electronic Records Standards and Procedures (Local Government Bulletin B)
 - c. Inventory and scheduling Records (Local Government Bulletin C)
 - d. Local Government Records Act (Local Government Bulletin D)
6. The Storage facility must be located entirely within Hidalgo County.
 - a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
 - b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.
7. The storage facility must be free of dust and dirt buildup.
8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.
9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.
10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

- a) Smoking or use of open flame devices in storage areas shall be prohibited.
 - b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
 - c) Such systems must include adequate smoke and fire early warning systems.
 - d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
 - e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.
11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.
12. Boxes shall not be stacked more than four (4) boxes high.
13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.
14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.
15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.
16. **Records Inventory List:** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **February 28, 2014** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	23,500	1,900	1,200
Letter Transfer Size Boxes	0	0	0
Legal Transfer Size Boxes	0	0	0
Non-Standard Size Boxes	0	0	0
Books	0	0	0
Check Boxes	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.
18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing

Department. All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal
	12 W x 15 L x 10 H
	Separate Cover
	Triple Walled (Width)
	Double Walled (Length)
	Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.
21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:
- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.
 - c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. Hours of Services Required: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24

hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)

26. **Monthly Reports:** Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: 956-318-2629 OR VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Wednesday, **MAY 14, 2014** 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than, 5:00 P.M., Friday, **MAY 16, 2014**.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").
29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.
31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER:** Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.
- *33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.
34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATOR(S)
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:
- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk,

as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:
- a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.
 - b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.
 - c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, **THIS BID SHALL BE ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records FEBRUARY 28, 2014**. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for.** No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department. Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a. Method of delivery or pickup of files
- b. Place of deliveries.
- c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- d. Description of services to be provided which do not result in additional expenses to the Contractor.
- e. Time of performance (i.e. hours of day, days of week, etc.)
- f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2014 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.
39. **DESIGNATED COUNTY HOLIDAYS 2014:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2014		
NEW YEAR'S EVE/DAY	WEDNESDAY/THURSDAY	DECEMBER 31, 2014/JANUARY 01, 2015
MARTIN LUTHER KING DAY	MONDAY	JANUARY 20, 2014
PRESIDENTS DAY	MONDAY	FEBRUARY 17, 2014
GOOD FRIDAY	FRIDAY	APRIL 18, 2014
EASTER	MONDAY	APRIL 21, 2014
MEMORIAL DAY	MONDAY	MAY 26, 2014
INDEPENDENCE DAY	FRIDAY	JULY 04, 2014
LABOR DAY	MONDAY	SEPTEMBER 01, 2014
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2014
THANKSGIVING	THURSDAY/FRIDAY	NOVEMBER 25 & 26, 2014
CHRISTMAS EVE/DAY	THURSDAY/FRIDAY	DECEMBER 25 & 26, 2014

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____ authority on this _____ day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____ County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated _____, 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Typed or Printed Name of Affiant

Title of Affiant

Address

SUBSCRIBED AND SWORN to before me by the said _____ this ___ day of _____ 2014, to certify which witness my hand and seal of office.

Notary Public in and for _____ County, Texas.

Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____
Print Name Title

2. _____
Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

- III. **Staffing:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

<p>KEY LIST</p> <p>"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY BID NO.: 2014-050-05-21-YZV</p>

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. A.C. CUELLAR	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS	HIDALGO COUNTY PRECINCT NO. 4
HON. J.E. "EDDIE" GUERRA	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File No Requested:	Cause No:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party’s responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:
<small>Hidalgo County "Information Request Form" 2/2014</small>	

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES	
<p>This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the:</p> <p><i>“Off-Premises Storage, Records Management, Pick-Up & Delivery Services” –</i></p> <p>_____ (Entity)</p>	
<p>I _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".</p>	
<p>_____</p> <p>Type Department Head and/or Designee</p>	<p>_____</p> <p>Date</p>
<small>Hidalgo County "Request for Emergency Services" 2/2014</small>	

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2014-050-05-21-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. **NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.**

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: DISTRICT CLERK'S OFFICE

MONTHLY \$ 27,260.00 ANNUAL \$ 327,120.00

(B) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY PURCHASING DEPARTMENT

MONTHLY \$ 695.00 ANNUAL \$ 8,340.00

During the term of the agreement, should the volume of boxes decrease for the Purchasing Department, THIS BID SHALL BE ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST: \$.65

(C) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: SHERIFF'S OFFICE

MONTHLY \$ 780.00 ANNUAL \$ 9,360.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (PLEASE SPECIFY BOX SIZE)

BID PRICE \$ 2.95 SIZE: 10 x 12 x 15

BID PRICE \$ 2.95 SIZE: 10 x 12 x 15

EXHIBIT "B"

BID PAGE

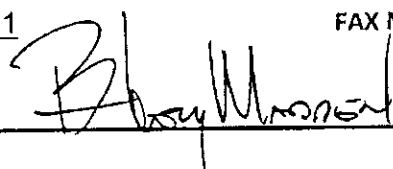
**"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2014-050-05-21-YZV**

BIDDER/COMPANY NAME: CTC Distributing, Ltd

ADDRESS: 615 Blaze Blvd

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: 956.686.4351 FAX No: 956.787.9804

AUTHORIZED SIGNATURE: 

PRINTED NAME: Kelly Madden

TITLE: General Manager EMAIL: k_madden@ctcdistributing.com

RECEIVED

5/21/14
9:50 AM

Witnessed

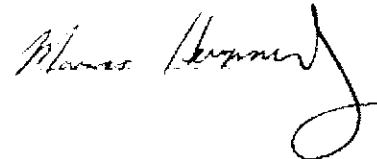


EXHIBIT “C”
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera	
	PHONE (A/C No. Ext): (956) 565-2481 FAX (A/C No.): (956) 565-2733	
	E-MAIL ADDRESS: mindy@mcafeeagency.com	
INSURED Goldman Services, Inc., etal CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Republic Lloyds	
	INSURER B: Texas Mutual Ins. Co.	
	INSURER C: Hanover Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 14-15 WC Renewal REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	CMP 5636060	11/21/2013	11/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLS PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BAP 5636061	11/21/2013	11/21/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			UMB5636062	11/21/2013	11/21/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENT ON \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	TSF 0001176109	1/5/2014	1/5/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISABL LA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo Warehouse Legal Liab			IHD3260703-05	6/3/2014	6/3/2015	Single Conveyance/\$100,000 Limit Deduct/1,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Department 2812 S Highway Bus. 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Garza/MIN 



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 22, 2014
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

6. County Judge's Office:

- A. AI-45608** Resolution honoring Aurora G. Cavazos who celebrated 102 yrs. of life on Friday, July 18, 2014

NO ACTION taken on this Item.

- B. AI-45560** Resolution honoring the McAllen Fire Department on their win during GMA's 5 Alarm Firefighters Challenge.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- C. AI-45595** Discussion, consideration, and approval to adopt Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2014

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PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 E-MAIL ADDRESS: mindy@mcafeeagency.com	FAX (A/C, No): (956) 565-2733
	INSURER(S) AFFORDING COVERAGE	
INSURED Goldman Services, Inc., etal CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539	INSURER A: Republic Lloyds	
	INSURER B: Texas Mutual Ins. Co.	
	INSURER C: Hanover Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 WC Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CMP 5636060	11/21/2013	11/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		BAP 5636061	11/21/2013	11/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UMB5636062	11/21/2013	11/21/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	TSF 0001176109	1/5/2014	1/5/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo Warehouse Legal Liab		IHD3260703-05	6/3/2014	6/3/2015	Single Conveyance/\$100,000 Deduct/1,000 Limit: 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Hidalgo County	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Garza/MIN 

Zimbra**yolanda.velasquez@co.hidalgo.tx.us****Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery Services**

From : Martha Salazar
<martha.salazar@co.hidalgo.tx.us>

Wed, Jun 04, 2014 12:47 PM

Subject : Fwd: C-14-050-07-Off Premises
Storage, Records Management, Pick
up, Retrieval & Delivery Services

To : Yolanda Velasquez
<yolanda.velasquez@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com> ✓

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Wednesday, June 4, 2014 12:09:04 PM

Subject: RE: C-14-050-07-Off Premises Storage, Records Management, Pick up,
Retrieval & Delivery Services

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, June 04, 2014 11:30 AM

To: Steve Crain

Cc: Yolanda Velasquez

Subject: Fwd: C-14-050-07-Off Premises Storage, Records Management, Pick up, Retrieval & Delivery
Services

Mr. Crain:

Corrections made. Please review and comment as to form.

THanks,

Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>