



Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales. Auctioneer should charge Buyer of "auctioned" items no more than the fees set forth on Exhibit "B" attached hereto.

4. The term of this agreement shall be for a period beginning May 3, 2015 and ending May 2, 2016. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract 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 for the next contract term, unless this Contract 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 bid 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 Bidder 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. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage of such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "B-1" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. 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 Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

8. Auctioneer agrees to provide a storage area consisting of at least five (5) acres and an enclosed warehouse, (minimum of 5,000 sq. ft), and will provide twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards).

9. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in arranging for the transfer of items that are to be auctioned.

10. The storage area provided by Auctioneer pursuant to Paragraph 7, above, shall be

open for business during normal working hours at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

11. 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.

12. 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.

13. 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.

14. 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.

#### 15. **Miscellaneous Provisions**

15.01 **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.

15.02 **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.

15.03 **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.

15.04 **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.

15.05 **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  
302 W. University Drive  
Edinburg, Texas 78539

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

If to Auctioneer: Rod Robertson Enterprises, Inc.  
~~1802 NW Military Hwy, Ste. 100~~ 3847 Parkdale St.  
San Antonio, Texas 78213 78229 *RR*

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.

15.06 **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.

15.07 **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.

15.08 **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.

15.09 **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.

15.10 **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.

15.11 **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.

15.12 **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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

COUNTY OF HIDALGO

ROD ROBERSTON Enterprises, Inc.

Ramon Garcia  
Ramon Garcia, County Judge

By: [Signature]  
Printed Name: Luis A. Barthel  
Title: V.P. of Operations

Approved by Commissioners' Court  
on 4-28-15 RO

ATTEST :

[Signature]  
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM  
Atlas, Hall & Rodriguez, LLP

[Signature]  
By: Steve L. Crain

# EXHIBIT “A”

## PROCUREMENT PACKET



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612

March 23, 2015

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Re: **HIDALGO COUNTY**  
Request for Bids -"AUCTIONEER & STORAGE SERVICES"  
Bid No: 2015-030-04-08-MEG Commodity Code: 962-09

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha E. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

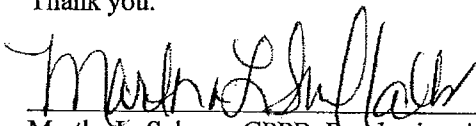
REQUEST FOR BID (RFB)  
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HIDALGO COUNTY  
"Auctioneer and Storage Services"  
RFB NO: : 2015-030-04-08-MEG  
Commodity Code: 962-09

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Attachment A- 1 - <b>Forms FA12-002 &amp; FA12-003</b>	2
5.	Attachment A- 2- <b>Form FA12-001</b>	1
5.	Exhibit B, Bid Page	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Contract	11

The above mentioned items shall be found in the Request for Bids (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

March 23, 2015  
Date

**Bid No: : 2015-030-04-08-MEG**

**Buyer: Elena Gomez**

**Tel. No: (956) 318-2626**

## **REQUEST FOR BIDS**

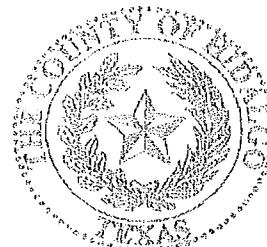
### **HIDALGO COUNTY DEPARTMENT “AUCTIONEER & STORAGE SERVICES”**

**BID OPENING DATE:  
April 08, 2015**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy Bus 281-Administration Building  
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

LEGAL NOTICE

**BID NO: : 2015-030-04-08-MEG**

1. Sealed bids will be received for **"HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return 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: **"BID-: 2015-030-04-08-MEG-HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **On Or Before 9:30 A.M., WEDNESDAY, APRIL 08, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 "REQUEST FOR BIDS: 2015-030-04-08-MEG -HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. 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 bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
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 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.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards 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:

- . 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, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES**" Descriptive information as to the items or services

- e) delivered, including product code, item number, quantity, etc.
- e) Contract number must be indicated on all invoices.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Administration Building  
 ATTN: MARTHA L. SALAZAR  
 Purchasing Department  
 2812 S Hwy Bus 281  
 Edinburg, Texas 78539  
 (956) 318-2626

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<u>    </u> <b>ARPIL 08 , 2015</b>
Award of Contract	<u>                    </u> , 2015
Commence Work or Deliver Products	<u>                    </u> , 2015

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 & 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 bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder 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. 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.

## 20. Disclosure of Conflict of Interest

. Effective January 1, 2006, 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 contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder 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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder'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.

22. Bids, 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.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's 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.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. 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 bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder'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 and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder 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.

29. 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.
30. The successful bidder 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.

Bid  
For  
**HIDALGO COUNTY**  
**"AUCTIONEER: & STORAGE SERVICES"**  
**BID NO.: 2015-030-04-08-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 281 - Administration Building  
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A" REVISED  
HIDALGO COUNTY  
"AUCTIONEER & STORAGE SERVICES"  
RFB NO.: 2015-030-04-08-MEG  
COMMODITY CODE: 962-09

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**Project Overview:**

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of County Surplus vehicles and other misc. personal property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, including storage. As determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County.
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department 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.

**Specifications & Requirements**

1. Auctioneer shall be licensed by TDLR, to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations.

*A copy of bidder's current- Auctioneer License, Vehicle Storage Facility License, Tow Truck Driver's TDLR License and Tow Truck permits, must be submitted along with bid.*

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges to buyers (at buyer's option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will provide all labor (i.e. loading and unloading of trailers, detail car washing, re-keying etc), machinery and equipment (including rental of machinery & equipment), tools and materials (i.e. pallets, plastic, tape etc.) required in rendering services, at no additional expense to Hidalgo County and all mentioned parties.
5. 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").
6. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras

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and or security guards) at Auctioneer's premises/storage facility or wherever auctioneer stores property including but not limited to the following;

- 1.) All Hidalgo County departments under general and road and bridge fund;
  - 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County;
  - 3.) Law Enforcement Agencies or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS.
7. Auctioneer will be liable for all theft or vandalism of any items that have been accepted for Auction or Storage by awarded Auctioneer.
8. Auctioneer must possess and submit a copy of their Vehicle Storage Facility License, if vehicles are to be stored at auctioneer's premise/storage facility. Pursuant to Chapter 85.200 of the Texas Department of Licensing and Regulation's Administration code.
9. Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:
- Option A). Auctioneer's premises/storage facility
  - Option B). County-owned sites
  - Option C). On-line auctions whether thru the auctioneers or at the County's designated website
10. 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 damages arising out of the conduct of the sale.
11. 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 30<sup>th</sup> day but before the 10<sup>th</sup> day before the date of sale.*
12. 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.
13. 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:

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- A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;
- B) Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and will submit an Inventory status report to the Hidalgo County Purchasing Department's-Fixed Assets Division on a monthly term. Inventory reports can be sent by via-e-mail to: rogelio.garcia@co.hidalgo.tx.us. or by facsimile to 956-318-2629.
- C) A Vehicle Check in List will be prepared by Auctioneer, Forms FA12-002 & FA12-003 (*see attached Exhibit A-1*). All County vehicles and all confiscated, seized, forfeited, etc., vehicles taken to Auctioneer's premises/storage facility by HIDTA, District Attorney's Office, Sheriff's Department and DPS, are to be physically inspected by Auctioneer. All Vehicle Check in List forms prepared by the Auctioneer shall be submitted to Hidalgo County Purchasing Department – Fixed Asset Division, no later than 48 hours after the vehicle arrives at the Auctioneer's premises and 72 hours, if on a weekend.  
Vehicles should remain at one location at the Auctioneer's premises and not moved until the vehicles are released for auction or if the vehicle(s) need to be relocated. Unnecessary mechanical repairs and the removal of any parts should not be done to any vehicle. Any item(s) removed from any vehicle will be listed as part of the inventory (i.e. car seats, factory stereos, batteries, tires and any personal effects etc.).
- D) Upon arrival of equipment and/or vehicles etc., to Auctioneer's premise/storage, Form FA12-001 (*See attached Exhibit A-2*), *to be filled out by Departments*), will be given to the Auctioneer and/or authorized recipient. All Incoming inventory must be reviewed and verification made that all items are accounted for. The form *must be signed*, acknowledging the receipt of items listed. The signed form will then be given back to the County personnel making the delivery.
- E) Auctioneer will label & set-up groups or lots of equipment and individually identify, palletize and mark on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.
- F) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Purchasing Department- Fixed Asset Division, located at 2802 S. Bus. Hwy. 281, Edinburg, TX. 78539.
- G) 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) 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

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auction.

- 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). Auctioneer will provide towing service on an "AS NEEDED BASIS" to the County, at no additional expense. All tow truck drivers must possess a TDLR License and all tow trucks will have permits and be in compliance with all TDRL rules and regulations. All required licenses must be kept current with copies sent to Hidalgo County yearly, for the term of contract.
  - J). Auctioneer must provide a secure fenced area of at least 5 (five) acres and an enclosed warehouse (minimum of 5,000 sq. ft.), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
  - K). 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 Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.
  - L). Auctioneer shall video tape or record all auctions and submit copies to the County.
  - M). Auctioneer will be responsible for completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will 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.
  - N). 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.
14. No storage fees will be assessed to the County during and at the end of the contract term for: Trailer/Semi-Trailers, Independent Motorcycles/All Terrain Vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.)

No storage fees will be assessed to the County for Trailer/Semi-Trailers, Independent Motorcycles/All Terrain vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.), if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing

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proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.

15. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees; (fees must be in compliance with TDLR), consistent with the fee schedules to the owners of seized property held by the Auctioneer, which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.(as indicated by final judgment)
16. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.
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. Hidalgo County reserves the right to view the proposed premises prior to award of bid.
21. 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.
22. 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.

**Terms and Conditions:**

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a 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.
2. Hidalgo County 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 in award of new bid for the next

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- contract term.
3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
  4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
  5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.
  6. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory at no charge in the event that new provider has not been secured at the completion of the procurement process.
  7. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.
  8. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
  9. Any contract awarded to a successful bidder will be in effect until;
    - a) The contract expires.
    - b) Delivery acceptance of products and/or performance of services ordered or
    - c) Terminated by county with thirty (30) days written notice prior to the cancellation.
  10. All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
  11. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
  12. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
  13. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
  14. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**A PRE-BID CONFERENCE IS SCHEDULED FOR MARCH 30, 2015 @ 10:30 A.M., AT HIDALGO COUNTY PURCHASING DEPARTMENT LOCATED AT: 2812 S. HWY BUS HWY 281, EDINBURG, TEXAS. 78539.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, APRIL 01, 2015 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, APRIL 03, 2015 by 5:00 pm.**

ES.

EXHIBIT A-1

**VEHICLE CHECK IN LIST**

*DOA, last 8 VIN No's, from what Dept*

"Gets written on driver's side upper area of windshield."

DATE OF ARRIVAL (DOA): \_\_\_\_\_ TIME OF DAY: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_ DEPT: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL: \_\_\_\_\_

MILEAGE: \_\_\_\_\_ LIC PLATE # \_\_\_\_\_

STYLE: \_\_\_\_\_ COLOR: \_\_\_\_\_

VIN # \_\_\_\_\_

**VEHICLE CONDITION**

Optional items(after market items):"oversize tires, running boards, camper, sunroof, power windows, etc."

\_\_\_\_\_  
\_\_\_\_\_

Indicate damaged areas:"smashed, burnt, glass cracked, rusty, dents etc."

\_\_\_\_\_  
\_\_\_\_\_

Interior: "dirty, clean, worn, stained, etc."

\_\_\_\_\_  
\_\_\_\_\_

Mechanical: Missing parts, working condition, keys, battery, etc."

\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

Completed By: \_\_\_\_\_ Signature: \_\_\_\_\_

## ANY ADDITIONAL CONTENTS IN VEHICLE

DATE OF ARRIVAL (DOA): \_\_\_\_\_ TIME: \_\_\_\_\_

EXAMPLE: tools, car seat, luggage, clothes, etc.

Nothing gets removed or cleared from vehicle before authorized by contact person at Hidalgo County Fixed Asset Division #318-2626. Additional items in vehicle get inventoried but not removed from vehicle until authorized by Fixed Asset Division.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Completed By: \_\_\_\_\_ Signature: \_\_\_\_\_

EXHIBIT A-2  
 HIDALGO COUNTY, TEXAS  
 ASSET TRANSFER FORM  
 INITIAL PAGE

DEPARTMENT NAME	DEPT. NO.	LOCATION
Page 1 of _____		
TRANSFER TO:	_____	_____
TRANSFER FROM:	_____	_____
CONTACT INFORMATION:		
NAME (PRINT)	PHONE	E-MAIL:
	FAX NO.	

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY		
				FUND NO.	COST	P/U LOC
1 _____	_____	_____	_____			
2 _____	_____	_____	_____			
3 _____	_____	_____	_____			
4 _____	_____	_____	_____			
5 _____	_____	_____	_____			
6 _____	_____	_____	_____			
7 _____	_____	_____	_____			
8 _____	_____	_____	_____			
9 _____	_____	_____	_____			
10 _____	_____	_____	_____			

1 JUSTIFICATION FOR TRANSFER: \_\_\_\_\_

2 *Note: Condition of Items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken*

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved  
 by the Purchasing Agent

MARTHA L. SALAZAR

PRINT NAME

SIGNATURE

DATE

Contact Person transferring  
 item(s) out

PRINT NAME

SIGNATURE

DATE

Person receiving Item(s)

PRINT NAME

SIGNATURE

DATE

Reviewed & Processed by FA  
 Division

PRINT NAME

SIGNATURE

DATE

FIXED ASSET DIVISION USE ONLY

FROM

TO

DEPT. NO. \_\_\_\_\_

DEPT. NO. \_\_\_\_\_

AMOUNT \_\_\_\_\_

AMOUNT \_\_\_\_\_

TO BE INITIALED BY CONTACT  
 PERSON WHEN ITEMS ARE  
 REMOVED FROM PREMISES.

Initial

Date

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSET DIVISION  
 HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

Surplus Form FA12-001

EFFECTIVE DATE: 02/02/09

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
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**BID PAGE**

**AUCTION SALE PERCENTAGE %** \_\_\_\_\_

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**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE & FAX NO.'S:** \_\_\_\_\_

**CELLULAR NO.'S:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

# EXHIBIT "C"

## Insurance Requirements

### Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. 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 (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				BODILY INJURY (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
	B	<b>AUTOMOBILE LIABILITY</b>			
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					AUTO ONLY-EA ACCIDENT \$
	<b>GARAGE LIABILITY</b>				OTHER THAN AUTO ONLY EA ACC \$
	<input type="checkbox"/> ANY AUTO				AUTO ONLY AGG \$
	C	<b>EXCESS LIABILITY</b>			
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> DEDUCTIBLE					\$
<input type="checkbox"/> RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

## Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 8
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT “B”**

**BID PAGE**

EXHIBIT "B"  
HIDALGO COUNTY  
"AUCTIONEER & STORAGE SERVICES"  
RFB NO.: : 2015-030-04-08-MEG  
COMMODITY CODE: 962-09

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BID PAGE

AUCTION SALE PERCENTAGE % No Charge to Hidalgo County

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BIDDER/COMPANY NAME: Rod Robertson Enterprises, Inc.

ADDRESS: 3847 Parkdale

CITY/STATE/ZIP CODE: San Antonio, Texas 78229

PHONE & FAX NO.'S: Phone 210-692-7000 Fax 210-692-7011

CELLULAR NO.'S: 619-322-4060

E-MAIL ADDRESS: luis@rodrobotson.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Luis Barthel

TITLE: V.P. of Operations

OPENED  
4/8/15  
9:35am  
Witnessed




EXHIBIT “B-1”  
FEE SCHEDULE

**EXHIBIT B-1**

**Rod Robertson Enterprises, Inc.**

**HIDALGO COUNTY**

**TOWING AND STORAGE SERVICES**

**FEE SCHEDULE**

<b>STORAGE FEE (PER DAY) LIGHT DUTY VEHICLE</b>	<b>\$20.00</b>
<b>STORAGE FEE (PER DAY) MEDIUM DUTY VEHICLE</b>	<b>\$35.00</b>
<b>STORAGE FEE (PER DAY) HEAVY DUTY VEHICLE</b>	<b>50.00</b>
<b>LIGHT DUTY TOW FEE (PER HOUR)</b>	<b>\$63.00</b>
<b>MEDIUM DUTY TOW FEE (PER HOUR)</b>	<b>\$75.00</b>
<b>HEAVY DUTY TOW FEE (PER HOUR)</b>	<b>\$207.00</b>
<b>NOTIFICATION FEE</b>	<b>\$50.00</b>
<b>LAW ENFORCEMENT FEE</b>	<b>\$35.00</b>
<b>IMPOUND FEE</b>	<b>\$20.00</b>
<b>MILEAGE CHARGE (PER MILE) ON LIGHT DUTY TOW</b>	<b>\$3.50</b>
<b>MILEAGE CHARGE (PER MILE) ON MEDIUM DUTY TOW</b>	<b>\$5.50</b>
<b>MILEAGE CHARGE ON HEAVY DUTY TOW</b>	<b>\$5.50</b>

EXHIBIT “C”

INSURANCE



April 28, 2015

1. **AI-49366** A. Presentation of sole /quote received from Montgomery Technology Systems, LLC, [as detailed in tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract [but in no event to exceed \$50K] for Request for Sealed Quotes titled: Electronic Security System Maintenance & Repair Service-project No:2015-079-04-02-SGS.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 – Unanimously**

B. Approval of Clarification on Bid (Quote) page, to reflect **2015-079-04-02-SGS, not 2014 as shown.**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 - Unanimously**

**G. County Clerk**

1. **AI-48610** A. Presentation for scoring grid from assigned committee [for the purpose of ranking by CC] the two [2] firm responses received for the: RFP No: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis":

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 – Unanimously**

B. Authority for the Executive Officer, Purchasing Department and Legal Counsel to negotiate a final contract with the number one (1) ranked firm of LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP for RFP NO: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis" project.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 - Unanimously**

*The Court proceeded to Item 6.A.*

**H. Co. Wide**

1. **AI-49224** Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Auctioneer and Storage Services" through project No.: 2015-030-MEG

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval subject to legal final review.

**Vote: 5 - 0 - Unanimously**



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

May 13, 2015

Luis Barthel, VP of Operations  
Rod Robertson Enterprises, Inc.  
3847 Parkdale  
San Antonio, Texas 78229

Re: C-15-030-04-28-Auctioneer Services Agreement for Hidalgo County

Dear Mr. Barthel:

Pursuant to Hidalgo County Commissioners' Court action on, April 28, 2015, the above-referenced project was awarded to Rod Robertson Enterprises, Inc.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "Rocio Villarreal". The signature is stylized and written in a cursive-like font.

Rocio Villarreal  
Contracts Manager