



PURCHASING DEPARTMENT
County Of Hidalgo

September 11, 2009

Re: **HIDALGO COUNTY -REQUEST FOR PROPOSAL THRU STATE AND /OR APPROVED CO-
OP AWARDED VENDORS for:
"Indoor Air Quality Testing Services for Head Start Center San Juan
II"
RFP: 2009-390-MSS**

Dear Participants:

Enclosed please find a Request for Proposal (RFP) packet for your review and consideration.

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

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

Sincerely,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR PROPOSAL/QUOTE
CHECKLIST**

HIDALGO COUNTY

**"Indoor Air Quality Testing Services for Head Start Center San Juan II"
Project No. 2009-390-MSS**

1. Request for Proposals Letter, consisting of 1 page.
2. Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Scope of Work/Specifications consisting of 2 pages.
4. Exhibit "B" Proposal Page consisting of 1 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Must be submitted with bid)
7. Bidder/Vendor Application, consisting of 2 pages.
(Must be submitted with bid)
8. Tax form W-9 consisting of 4 pages.
(Must be submitted with bid)
9. Certification Regarding Debarment, consisting of 1 page.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Proposal 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Moises Salazar, Buyer II

REQUEST FOR PROPOSAL

THRU STATE AND/OR APPROVED CO-OP AWARDED VENDORS

HIDALGO COUNTY

“INDOOR AIR QUALITY TESTING SERVICES FOR HEAD START CENTER-SAN JUAN II”

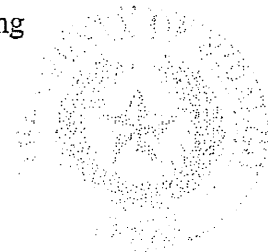
RFP NO. 2009-390-09-17-MSS

DUE DATE:

1:00 PM ON SEPTEMBER 17, 2009

Contact Person:

Moises Salazar, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4863



Form HCPD-03

LEGAL NOTICE

RFP No: 2009-390-09-17-MSS

1. Proposals will be received for **HIDALGO COUNTY –“INDOOR AIR QUALITY TESTING SERVICES FOR HEAD START CENTER SAN JUAN II”** in accordance with the specifications attached as Exhibit "A" hereto. RFPs should address all specifications set forth. Participants 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 RFP.
2. All RFPs are required sealed with the Participants 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:~~ **RFP NO. 2009-390-09-17-MSS HIDALGO COUNTY “INDOOR AIR QUALITY TESTING SERVICES FOR HEAD START CENTER-SAN JUAN II”** and in ~~County's Purchasing Department,~~ physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, ~~New Administration Building, Edinburg, Texas,~~ **on or before 1:00 PM, SEPTEMBER 17, 2009 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFP. NO. 2009-390-09-17-MSS.** Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP 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 RFP that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFPs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP for approval; and C.) award the RFP to one Participant or to multiple Participants if the County determines it is in its best interest to do so."
4. The Participant shall not substitute items named in the RFP without the express written consent of Hidalgo County. Failure of the delivered item 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 this project to the next-lowest responsible Participant, or to reject all RFPs and re-advertise.
5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFP.
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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFP including catalogue numbers and any necessary references.

7. No RFP may be withdrawn within thirty (30) days from the scheduled time to open RFPs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFP opening.
9. Any interpretations, amendments, corrections or changes to this RFP 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 RFPs. Participants shall acknowledge receipt of all addenda as a part of their RFP.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of this 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 of project, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**

- . 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
Moises Salazar
(956) 318-2626 x 4863

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. Closner, 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 RFP awarded, the successful Participant'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. RFPs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting an RFP, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the RFP;
 - . 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 Participant 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 Participant'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 purchase order or contract award to a successful Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFP 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 Participant 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 Participant'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 Participant.

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

RFP
For:
HIDALGO COUNTY
"INDOOR AIR QUALITY TESTING SERVICES FOR HEAD START CENTER-SAN
JUAN II"
RFP NO.: 2009-390-09-17-MSS


To: Moises Salazar, Buyer II
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
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 Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFP, 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.

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

Participant agrees that this RFP shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFPs, as contained in the Specifications.

Respectfully submitted,

Participant:	Chemical Response & Remediation Contractors, Inc.
Address:	P.O. Box 2686, Harlingen, TX 78551
By:	
Printed Name:	David A. Hanawa
Title:	President

(This page Must be submitted with the Proposal)

EXHIBIT "A"
REQUEST FOR PROPOSAL
THRU STATE AND/OR APPROVED CO-OP AWARDED VENDORS
FOR:

HIDALGO COUNTY
**"Indoor Air Quality Testing Services for Head Start Center
San Juan II"**

PROJECT No. 2009-390-09-17-MSS

-REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS:

SCOPE OF WORK: Hidalgo County is herein **requesting a Proposal thru Hidalgo County Participation with State, TX-MAS, Buy Board, TCPN and any other Co-op contract awarded vendors** for: "Indoor Air Quality Testing Services for Head Start Center –San Juan II" building located at 601 E. Earling Road, San Juan, TX, including but not limited to the following minimum requirements/scope of work:

Scope of Work: Vendor will perform Indoor Air Quality Testing Services for the Head Start Center –San Juan II. Services shall include but not limited to testing and abatement protocol development if necessary.

Permits/Licenses: Vendor is required to obtain any/all permits if required for this project.

Licenses/Certifications: Vendor is responsible to possess appropriate licenses to perform this type of jobs. Copies of licenses/certificates may requested by Hidalgo County.

Proposal must be a TURNKEY solution to include a detailed itemize price as per awarded contract for: equipment, labor, setup, installation, maintenance and training.

Insurance Requirements: The vendor should provide proof of insurance as per County Requirements – Attached Exhibit "C".

CIQ Questionnaire: Attached conflict of Interest (Exhibit D) must be filed and recorded at County Clerks Office.

Equipment: Vendor warrants that they own or have access to all required equipment and instrumentation required for work performed under this proposal.

Certification Regarding Debarment: Attached Certification must be submitted with proposal.

Payment: Purchase order must be in place before starting any project. Payment will be made within 30 days upon receipt of an invoice.

Proposed Price: Proposed Fees must be as per contract awarded price schedule. Price must be in detail including a re-cap showing a lump sum amount for the complete project cost. Proposal must clearly contain the awarded Contract number and prices for confirmation purposes.

Schedule of Events: Proposal should include a number of days for completion of project.

Contract: A copy of the awarded contract being used to participate in this project must be submitted with response.

Site Visit: **A walk-thru is scheduled to be held at 9:00 am on Monday September 14, 2009.**

Please submit via e-mail to moises.salazar@co.hidalgo.tx.us or via hand delivery/courier to 2802 S. Hwy. Business 281, Edinburg, TX 78539, or via postal mail to 2812 S. Hwy. Business 281, Edinburg, TX. Submittal must be clearly labeled with the following information:

- **Submitting Company Name**
- **Project number and title.**

Hidalgo County reserves the right to seek purchases/services other state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

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

Further information for this project can be requested in writing to, Moises Salazar, Buyer II at Moises.salazar@co.hidalgo.tx.us

HIDALGO COUNTY
"Indoor Air Quality Testing Services for Head Start Center –San Juan II"
Project No. 2009-390-09-17-MSS

REQUEST FOR PROPOSAL
THRU STATE AND/OR APPROVED CO-OP AWARDED VENDORS

EXHIBIT "B"

PROPOSAL PAGE:

PROJECT AS PER AWARDED PRICING FOR CONTRACT NO.		TIPS Contract No. 08-032609
PRICE FOR:	INDOOR AIR QUALITY TESTING	\$ 2,075.00
PRICE FOR:	ABATEMENT PROTOCOL (IF REQUIRED)	\$

CONTRACT AND CONTRACT PRICE REVIEW:

A COPY OF AWARDED STATE/ CO-OP CONTRACT AND A DETAILED BREAKDOWN AS PER CONTRACT PRICING, IS REQUIRED TO BE INCLUDED WITH RESPONSE.

PRICING INCLUDING CONTRACT ITEMIZED SCHEDULED AND OFF-SCHEDULED ITEMS MUST BE SUBMITTED ON SEPARATE SHEETS SHOWING THE AWARDED CONTRACT NUMBER.

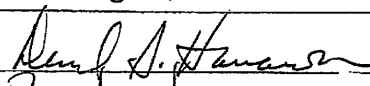
VENDOR NAME:	Chemical Response & Remediation Contractors, Inc.
ADDRESS:	P.O. Box 2686, Harlingen, TX 78551
CITY, STATE, ZIP	Harlingen, TX 78551
AUTHORIZED SIGNATURE	
TITLE	President
TELEPHONE NUMBER	(956) 365-4252
FAX NUMBER	(956) 365-4412
E-MAIL ADDRESS	dhanawa@chemicalresponse.com

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/09

PRODUCER 1-281-320-2010
Arthur J. Gallagher Risk Management Services, Inc.
PO Box 1749
Spring, TX 77383-1749

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Chemical Response & Remediation Contractors, Inc.
PO Box 2686
Harlingen, TX 78551

INSURER A: TEXAS MUT INS CO

22945

INSURER B: HARTFORD CAS INS CO

29424

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001140958	01/31/09	01/31/10	X WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	OTHER Inland Marine	61MSTT3059	01/31/09	01/31/10	Leased/Rented Eq	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: All Operations Including Asbestos and Mold Consulting and Remediation

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County/
Purchasing Department
Moises Salazar
2812 S. Highway Bus 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

William D. Newman

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2009

PRODUCER (956)423-6986 FAX (956)423-4205 Texas Insurance Managers 410 E. Harrison P. O. Box 531728 Harlingen, TX 78553	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 Chemical Response & Remediation Contractors, Inc. P.O. Box 2686 Harlingen, TX 78551-2686	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Endurance American Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: Arch Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Endurance American Ins Co		INSURER B: Arch Insurance Group		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Endurance American Ins Co													
INSURER B: Arch Insurance Group													
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution/Profess (claims made) GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ECC10100578800 RETRO DATE: 2/23/02	02/23/2009	02/23/2010	EACH OCCURRENCE \$ 5,000,000												
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000																
		MED EXP (Any one person) \$ 5,000																
		PERSONAL & ADV INJURY \$ 5,000,000																
		GENERAL AGGREGATE \$ 5,000,000				PRODUCTS - COMP/OP AGG \$ 5,000,000												
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Broad Pollution	FBCAT0108701	06/11/2009	06/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000												
		BODILY INJURY (Per person) \$																
		BODILY INJURY (Per accident) \$																
		PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC \$												
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				AGGREGATE \$												
		OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:80%;"></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$																
E.L. DISEASE - EA EMPLOYEE		\$																
E.L. DISEASE - POLICY LIMIT		\$																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: All Operations Including Asbestos and Mold Consulting and Remediation. The Certificate holder has been named as an additional insured with respect to the General Liability only, when required by written contract per endorsement FEI-319-ECC-708. Waiver of Subrogation applies in favor of certificate holder when required by written contract per endorsement FEI-320-ECC-708.

CERTIFICATE HOLDER Hidalgo County Purchasing Dept. Attn: Moises Salazar 2812 S Highway Bus 281 Edinburg, TX 78539	CANCELLATION 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard May/JOSIE
---	--

Insurance Requirement Acknowledgment

I, David A. Hanawa, authorized representative for Chemical Response & Remediation/Contractors,
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: \$ 1,000,000 General Liability: \$ 5,000,000

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

David A. Hanawa
Authorized Representative

09/14/09
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, David A. Hanawa, possess all of the APPLICABLE:

1. Licenses: See Attached
2. Bonds: N/A
3. Certificates: See Attached
4. Permits: Will acquire when needed
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.

David A. Hanawa
Authorized Signature

09/14/09
Date

Chemical Response & Remediation Contractors
Company

P.O. Box 2686
Address

Harlingen, TX 78551
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.

N/A

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.

N/A

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 N/A 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?

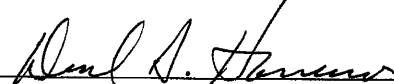
Yes N/A No

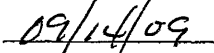
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes N/A No

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

N/A

4 
Signature of person doing business with the governmental entity


Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): 1742942932100 or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

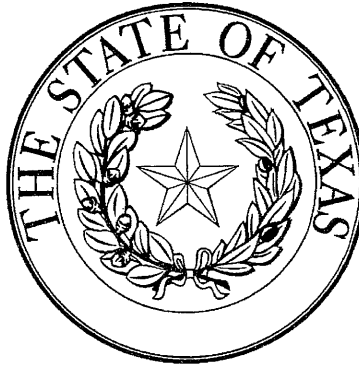
HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 05-JUL-2008, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1742942932100
File/Vendor Number: 84580
Approval Date: 03-JUL-2008
Expiration Date: 03-JUL-2012

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement//cdbl/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

**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: David A. Hanawa
Print Name: David A. Hanawa
Title: President
Telephone Number: (956) 365-4252
Date: 09/17/09

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