

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - URBAN COUNTY PROGRAM ACCESS PROGRAM

BID OPENING DATE: NOVEMBER 04, 2009

BID OPENING TIME: 9:30 A.M.

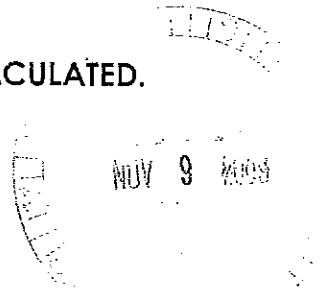
DESCRIPTION OF BID: "PRECINCT NO. 1 - PARKS, RECREATIONAL FACILITY IMP-FENCING"

BID NO: 5007-9-91-0306-5000-9100-UCP-GVG

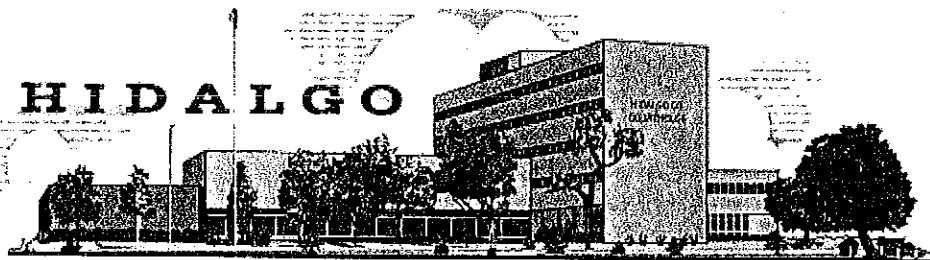
PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Acknowledgment Of Addendum No. 1	Total Price	Alternate Price	Bid Bond/ Cashier's Check Included
1.	Central Fence & Supply, Ltd.	YES	\$73,122.00	N/A	\$3,546.10 Cashier's Check Included
2.	Construction Rent-A-Fence, Inc.	YES	\$87,587.00	\$94,323.00	None
3.	Hurricane Fence Co.	Yes	\$84,420.00	N/A	5% Bid Bond Included
4.					
5.					
6.					
7.					
8.					
9.					

\*TYPED AD READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.



COUNTY *of* HIDALGO



***SYLVIA S. HANDY***

**County Commissioner, Pct. 1**

**1902 Joe Stephens Ave.**

**Weslaco, TX 78596**

**(956) 968-8733**

November 9, 2009

Mrs. Lupita Garcia  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: Parks, Recreational Facilities 2008  
Fencing – Sunrise/Sunset Park

Dear Mrs. Garcia:

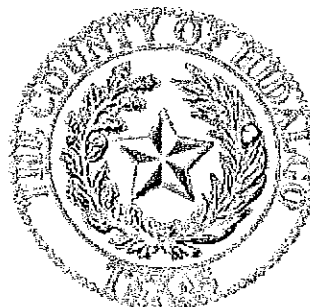
Pct. 1 is requesting Hidalgo County Commissioners Court award the Parks, Recreational Facilities 2008 fencing project to the lowest bidder, Central Fence Supply and prepare to enter into a binding contract to perform the fencing work for the Sunrise/Sunset Park Fencing Project.

Pct. 1 is requesting this item be placed on the November 17, 2009 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Juan J. Ybarra Jr.  
CDBG Coordinator  
Hidalgo County Pct. 1



**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.

Central Fence &amp; Supply, Ltd.

**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 &amp; 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

Celia Sandoval

March 09, 2009

\_\_\_\_\_  
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) <b>Central Fence &amp; Supply, Ltd.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>504 E. Ferguson</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Pharr, Texas 78577</b>	
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 Line 1 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.

Social security number								
or								
Employer identification number								
7	4	2	9	5	4	1	5	4

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

### 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. person (including a U.S. resident alien).

**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 ▶ <u>11/2/09</u>
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### 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,

**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: Celia Sandoval  
Title: Manager  
Telephone Number: 956-783-7959  
Date: November 02, 2009

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

*Cleared 11/02/09 See Attached - Garcia*



**Search - Current Exclusions**

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)

**View Cause and Treatment Code Descriptions**

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

**Agency & Acronym Information**

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

**OFFICIAL GOVERNMENT USE ONLY**

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

**EPLS Search Results**

**Search Results for Parties Excluded by**

Exact Name : Central Fence & Supply, Ltd.  
SSN/TIN

As of 09-Nov-2009 3:55 PM EST  
[Save to MyEPLS](#)

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

**Resources**

- > [Search Help](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)

**Reports**

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- > [Dashboard](#)

**Archive Search - Past Exclusions**

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)

**Contact Information**

- > [For Help: Federal Service Desk](#)

**CONSTRUCTION  
CONTRACT**

This Agreement, entered into this 17th day of November, 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by HIDALGO COUNTY PRECINCT NO. 1 (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and CENTRAL FENCE SUPPLY (a corporation) of PHARR, State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PROJECT NAME:** Hidalgo County Precinct No. 1  
**PROJECT #:** 5007/8-91-0306-5000-9100-UCP-GVG  
**PROJECT DESCRIPTION:** "Precinct No. 1 Parks, Recreational Facility Improvements- Fencing"

hereinafter called the project, for the sum of (\$ 73,122.00) Seventy -three Thousand, One Hundred Twenty-two Dollars and no cents, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Precinct No. 1 Coordinator, Juan Ybarra entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

\_\_\_\_\_  
Contractor

Name of Firm: Central Fence Supply

Address: 504 E. Ferguson  
Pharr, Texas 78577

Fed. I.D. #/S.S. 74-2954154

STATE OF TEXAS ' ,  
' ,  
COUNTY OF HIDALGO ' ,

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of and on behalf of \_\_\_\_\_ .  
(title) (a corporation) (a partnership) (an individual)

\_\_\_\_\_  
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

\_\_\_\_\_  
Diana R. Serna  
Urban County Director

Fiscal year thru period ending 11/30/2009

91

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5000 91 0306 5100 9110 QUINTANILLA, HEAD	.00	28,700.00	.00	28,700.00	.00	100.0%
5000 91 0306 5125 9101 THE MONITOR	.00	1,385.75	.00	1,385.75	.00	100.0%
5000 91 0306 5200 9111 S & G PAVING COMP	.00	16,828.80	.00	16,828.80	.00	100.0%
5000 91 0306 5200 9122 DCR DEMOLITION &	.00	24,574.25	.00	24,574.25	.00	100.0%
5001 91 0306 5200 9111 S & G PAVING COMP	.00	33,884.00	.00	33,884.00	.00	100.0%
5002 91 0306 5125 9101 THE MONITOR	.00	856.75	.00	856.75	.00	100.0%
5002 91 0306 5150 9102 RABA KISWTER, INC	.00	1,811.48	.00	1,811.48	.00	100.0%
5002 91 0306 5200 9111 S & G PAVING COMP	.00	60,957.65	.00	60,957.65	.00	100.0%
5005 91 0306 5100 9110 ALCOCER GARCIA AS	.00	6,700.00	.00	6,700.00	.00	100.0%
5005 91 0306 5200 9111 G.A.S. ENTERPRISE	.00	50,300.00	.00	50,300.00	.00	100.0%
5005 91 0306 5200 9122 AMERICAN CONTRACT	.00	180,000.00	.00	180,000.00	.00	100.0%
5006 91 0306 5200 9111 AMERICAN CONTRACT	.00	177,600.10	.00	177,600.10	.00	100.0%
5006 91 0306 5200 9122 RIGNEY CONSTRUCTI	.00	228,000.00	.00	228,000.00	.00	100.0%
5006 91 0306 5300 9101 HOPE LUMBER	.00	1,246.77	.00	1,246.77	.00	100.0%
5006 91 0306 5300 9103 SOUTH-TX CONCRETE	.00	4,200.00	.00	4,200.00	.00	100.0%
5006 91 0306 5325 9102 GOAL SPORTING GOO	.00	22,550.00	.00	22,550.00	.00	100.0%
5007 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	16,094.10	16,094.10	.0%
5007 91 0306 5325 9101 THE PLAYWELL GROU	.00	.00	83,905.90	83,905.90	.00	100.0%
5008 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	132,656.95	132,656.95	.0%
5008 91 0306 5100 9110 DOS LOGISTICS	.00	.00	20,000.00	20,000.00	.00	100.0%
5008 91 0306 5125 9106 THE MONITOR	.00	1,333.85	.00	1,128.40	(205.45)	118.2%
5008 91 0306 5250 9105 THE PLAYWELL GROU	.00	18,754.84	.00	18,754.84	.00	100.0%
5008 91 0306 5275 9102 UNIVERSAL TRUCKER	11,897.32	47,080.01	29,912.99	76,993.00	.00	100.0%
5008 91 0306 5300 9101 PERFORMANCE GRADE	.00	.00	9,600.00	9,600.00	.00	100.0%
5008 91 0306 5300 9103 FRONTERA MATERIAL	.00	.00	119,520.00	119,520.00	.00	100.0%
5008 91 0306 5300 9104 MARTIN MARIETTA	.00	15,228.73	8,538.77	23,767.50	.00	100.0%
5008 91 0306 5325 9105 THE PLAYWELL GROU	.00	106,745.70	3,155.41	109,901.11	.00	100.0%
5008 91 0306 5340 9105 THE PLAYWELL GROU	.00	26,672.17	.00	26,672.17	.00	100.0%
5008 91 0306 5730 9107 MAGIC VALLEY ELEC	6,531.67	6,531.67	.00	6,531.67	.00	100.0%
5009 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	250,000.00	250,000.00	.0%
5099 91 0306 5200 9111 S & G PAVING COMP	.00	6,429.05	.00	6,429.05	.00	100.0%
<b>Total Expenditure</b>	<b>18,428.99</b>	<b>1,068,371.57</b>	<b>274,633.07</b>	<b>1,741,550.24</b>	<b>398,545.60</b>	<b>77.1%</b>

2007 \$ 16,094.10

2008 \$ 132,451.50

\$ 148,545.60

*garcia*  
 11/09/09

\$ 73,122.00 Contract Amount

2007 (16,094.10)

2008 (57,027.90)