

THE STATE OF TEXAS :
:
COUNTY OF HIDALGO :

**SERVICE CONTRACT
C-09-016-03-03**

THIS CONTRACT is made and entered into this 3rd day of March, 2009 by and between the County of Hidalgo, Texas ("County"), and Airgas Inc. dba Airgas Southwest, Inc. ("Corporation").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 2, 2009** and ending **March 1, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company

Airgas, Inc. dba Airgas Southwest, Inc.
P.O. Box 9096
Remit to: P.O. Box 676031
Corpus Christi, Texas 78469

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

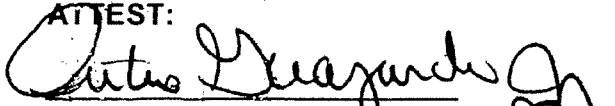
14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

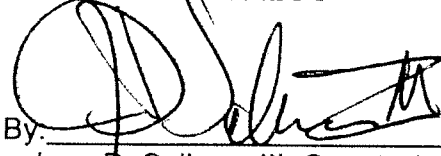
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

ATTEST:


Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO


By: _____
Juan D. Salinas, III, County Judge

COMPANY: Airgas
By: Jesse Mendoza
Printed Name: Jesse Mendoza
Title: Account Manager

Approved by Commissioners Court on:

APPROVED AS TO FORM:
By: Antonio Mendoza
Antonio Mendoza, District Attorney's Office

EXHIBIT “A”
SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY

“PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES”

RFB: 2009-016-02-23-MEG

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

- 1) Sealed Bids will be received for the following on an "As Needed Basis"
- A: Industrial Welding Services
 - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

- 1. Torch welding
- 2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

- 1. Vendor must bill on an hourly basis.
- 2. Vendor must supply an itemized invoice
- 3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
- 4. Vendor is to have own tools and supplies to perform assigned jobs.
- 5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
- 6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
- 7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
- 8. Vendor must be able to fabricate parts as required and must have own machine shop.
- 9. Vendor must be State Certified.
- 10. Vendor must have a forklift.
- 11. Vendor must have a hoist.

It is intended that the amount of "**Industrial Welding Services and Supplies**" will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"
WELDING SUPPLIES** (No items are specific name brand)**

	SIZE		CASE/UNITS
	1. Metal welding Rods (different gauges)	7018	1/8
1a Stainless steel welding Rods (different gauges)	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding Rods (different gauges)	#35	1/8	5 LBS
	#35	5/32	5 LBS
4. Cast Iron Rods 99 % Cast	#460	1/8	10 LBS
	1/8 Steel		1 LB
5. Torch RD-45	3/32		1 LB
	1/8		1 LB
6 Alloy 144 Brass Electrode	5/32		1 LB
	1/8		1 LB
7 Torch Brass	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
	8 Oxygen (for welding gas)
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies			
15. Welding Blanket Coated Fiberglass and Acrylic Coated		30 oz.	
16. Bid Apron Leather 36" – 48"			
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement		1-13/16" x 4-1/16"	
18. Torch Lighters (3 way)			
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	Tip Type 1-010-1	Size
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to
	Medium Torch 300 Series	Tip Type 1-010-1	Size
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR			
21. Torch Hoses	Size		
	25 ft x ¼		
	50 ft x ¼		
		100 ft x ¼	
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series		
	Medium 300 Series		
23. Rental of Cylinder (as needed)	Gas	Tank Size	
	Oxygen	80 Series	
		100 Series	
		200 Series	
Acetylene	100 Series		
24. No. 1 Cable (by feet)			
25. Tip cleaner- Standard			
26. Flat Soap Stone-Standard Square			

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.
7. The contract will be in effect for a period of **one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.
8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.
9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.
11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY FEBRUARY 16 2009, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY

“PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES”

RFB: 2009-016-02-23-MEG

EXHIBIT "B" VENDOR'S BID

TABULATION SHEET

HIDALGO COUNTY						
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"						
BID NO. 2009-016-02-23-MEG			BUYER: ELENA GOMEZ			
ITEM DESCRIPTIONS			WELDING HOUSE	AIRGAS		
			BID PRICE	BID PRICE		
1. Metalwelding Rods (different gauges) 1a Stainless steel welding Rods (different gauges)	7018	1/8	50 LBS	\$ 83.50	\$ 74.30	
	7018	5/32	50 LBS	\$ 82.50	\$ 73.35	
	6011	1/8	50 LBS	\$ 95.00 ESAB	\$ 76.82	
	6011	5/32	50 LBS	\$ 105.00 ESAB	\$ 76.00	
	6011	3/32	50 LBS	\$ 115.00 ESAB	\$ 81.35	
2. Rod keeper (storage system)			30 LBS	\$ 205.00 (50 lbs)	\$ 301.67	
3. Aluminum welding Rods (different gauges)			#35 1/8	5 LBS	no bid	\$ 29.13per lb
4. Cast Iron Rods 99 % Cast			#35 5/32	5 LBS	no bid	\$ 38.76 per lb
			#460 1/8	10 LBS	no bid	\$ 31.43 per lb
5. Torch RD-45			1/8 Steel	1 LB	no bid	\$ 3.69
			3/32	1 LB	no bid	\$ 3.70
6. Alloy 144 Brass Electrode			1/8	1 LB	no bid	\$ 31.21 per lb (11.5# bx)
			5/32	1 LB	no bid	\$ 37.92 per lb (11.5# bx)
7. Torch Brass			1/8	1 LB	no bid	\$ 13.47
			5/32	1 LB	no bid	\$ 10.95 (10# bx)
8. Oxygen (for welding gas)			BID PRICE		BID PRICE	
			80 Series		\$ 5.60	\$ 7.75
			100 Series		\$ 6.25	\$ 8.25
			200 Series		\$ 8.80	\$ 9.43
9. Acetylene, (for welding gas)			100 Series	\$.1990 cf	\$ 24.07 (per c.f.)	
10. Welding Goggles standard (square frame, flip lens preferred)			\$ 9.50 jackson ws85		\$ 12.30	
11. Leather Welding Gloves (standard)			\$ 5.25 revco 110		\$ 3.96	
12. Welding Helmets (2" with flip lens preferred)			\$ 33.75 jackson hsl2 blk		\$ 29.17	
13. Leather Jackets for Welders (complete)			Small		\$ 39.80 revco	\$ 50.92
			Medium		\$ 39.80 revco	\$ 50.92
			Large		\$ 39.80 revco	\$ 50.92

14. Doo- Rag Flame Retardant Cap and/or Beanies		no bid	\$ 4.50		
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	no bid	\$ 27.36		
16. Bid Apron Leather 36" - 48"		\$ 24.00 revco	\$ 22.19		
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	\$ 1.65 (5 per bag)	NO BID		
18. Torch Lighters (3 way)		\$ 2.30	NO BID		
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	Tip Type 1-010-1	Size	BID PRICE	BID PRICE
		Cutting Tip Org. Victor	03-101 Victor	\$ 9.75	\$ 13.03
		Welding Tip Victor 2 or equivalent to	#0-W-1	\$ 32.61	\$ 34.79
			#1-W-1	\$ 32.61	
	#2-W-1		\$ 33.10		
	#3-W-1	\$ 33.90			
	Heating 1-010-1 or equivalent to	Rosebud Victor 8 or equivalent to	\$ 59.80 (8mfa-1)	\$ 72.03	
	Medium Torch 300 Series	Tip Type 1-010-1	Size	BID PRICE	BID PRICE
		Cutting Tip Org. Victor	03-101 Victor	\$ 9.75	\$ 13.03
		Welding Tip Victor 2 or equivalent to	#0-W-1	\$ 33.93	\$ 34.79
#1-W-1			\$ 35.99		
#2-W-1	\$ 35.99				
#3-W-1	\$ 36.50				
Heating 1-010-1 or equivalent to	Rosebud Victor 8 or equivalent to	\$ 85.68	\$ 72.03		
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR		no bid	\$ 89.00		
21. Torch Hoses	Size	BID PRICE	BID PRICE		
	25 ft x 1/4"	\$ 25.00	\$ 21.15		
	50 ft x 1/4"	\$ 44.00	\$ 36.52		
	100 ft x 1/4"	\$ 83.00	\$ 71.26		
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100	\$ 168.00 (med)	\$ 209.99		
	Medium 300	\$ 269.00 (lg)	\$ 272.28		
23. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE	BID PRICE	
	Oxygen	80 Series	\$.195 day	\$ 4.50	
		100 Series	\$.195 day	\$ 4.50	
		200 Series	\$.195 day	\$ 4.50	
Acetylene	100 Series	\$.195 day	\$ 4.50		
24. No. 1 Cable (by feet)		\$ 1.18 ft	\$ 1.98		
25. Tip cleaner- Standard		\$ 1.60	\$ 7.85		
26. Flat Soap Stone-Standard Square		\$ 8.35 gross	\$ 8.00 per box		

ADDENDUM NO. 1

February 12, 2009

**“PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES”
RFB NO.: 2009-016-02-23-MEG****NOTE the ADDITIONAL ITEMS for EXHIBIT “A” are as FOLLOW:**

ITEM DESCRIPTIONS	WELDING HOUSE	AIRGAS
WELDING SUPPLY'S	PRICE	PRICE
1. Safety glasses dark	\$ 3.30 ea	\$ 1.53
2. Safety glasses clear	\$ 2.92 ea	\$ 2.02
3. Welding .030 cable liners for Milleromatic 135	\$ 12.00	\$ 13.82
4. Welding wire spools .030 flux coated	\$ 38.95 spool	\$ 57.52
5. Tips .030 for welder Milleromatic 135	\$.56 ea	\$ 6.63 pkg of 10 ea
6. Milleromatic 135 nozzle tip protector – slip on type	\$ 5.69 ea	\$ 8.23 pkg of 10 ea
7. Screw on 4.1/2 x 1/4 x 7/8 grinding discs	\$ 2.20 ea	\$ 2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine medium – coarse grid	24 grit \$.63 grit \$.58/120 grits \$.55 ea (B-Line)	\$ 2.98
9. Chop saw blades 14 x 3/32 x 1	\$ 5.61 ea	\$ 5.20
10. Striker & flints	Striker \$ 2.30ea/refills \$ 1.7	\$ 4.34
11. Cutting dark goggles	\$ 7.31	\$ 5.95
GAS	PRICE	PRICE
1. Oxygen (for welding gas) cylinder size 21 series	\$ 4.20	\$ 6.00
125 series	\$ 6.25	\$ 8.25
2. Acetylene (for welding gas) cylinder size: #3,	\$ 19.00	\$ 19.56
Cylinder size #4, MC	#4 \$.1975ct MC \$ 9.25	\$ 10.58

Exhibit "B"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE	CASE/UNITS	BID PRICE
1. Metal welding Rods (different gauges)	7018 1/8	50 LBS	74.30
1a Stainless steal welding Rods (different gauges)	7018 5/32	50 LBS	73.35
	6011 1/8	50 LBS	76.82
	6011 5/32	50 LBS	76.00
	6011 3/32	50 LBS	81.35
2. Rod keeper (storage system)		30 LBS	301.67
3. Aluminum welding Rods (different gauges)	#35 1/8	5 LBS	29.13
	#35 5/32	5 LBS	38.76
4. Cast Iron Rods 99 % Cast	#460 1/8	10 LBS	31.43
	1/8 Steel	1 LB	3.69
5. Torch RD-45	3/32	1 LB	3.70
6. Alloy 144 Brass Electrode	1/8	1 LB	31.21 (11.5# box)
	5/32	1 LB	37.92 (11.5# box)
7. Torch Brass	1/8	1 LB	13.47
	5/32	1 LB	10.95 (10# box)
			BID PRICE
8. Oxygen (for welding gas)	80 Series		7.75
	100 Series		8.25
	200 Series		9.43
9. Acetylene, (for welding gas)	100 Series	per C.F.	24.07
10. Welding Goggles standard (square frame, flip lens preferred)			12.30
11. Leather Welding Gloves (standard)			3.96
12. Welding Helmets (2" with flip lens preferred)			29.17

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	50.92
	Medium	50.92
	Large	50.92
14. Doo- Rag Flame Retardant Cap and/or Beanies		4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz 6x6	27.36
16. Bid Apron Leather 36" - 48"		22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	No Bid

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	Tip Type 1-010-1	Size	BID PRICE
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equivalent to	Rosebud Victor 8 or equivalent to	72.03
	Medium Torch 300 Series	Tip Type 1-010-1	Size	BID PRICE
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equivalent to	Rosebud Victor 8 or equivalent to	72.03

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	89.00
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21. Torch Hoses	Size	BID PRICE
	25 ft x 1/4	21.15
	50 ft x 1/4	36.52
	100 ft x 1/4	71.26

22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series	209.99
	Medium 300 Series	272.28

23. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE
	Oxygen	80 Series	4.50
		100 Series	4.50
		200 Series	4.50
	Acetylene	100 Series	4.50

24. No. 1 Cable (by feet)	1.98
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25. Tip cleaner- Standard	7.85
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26. Flat Soap Stone-Standard Square	per box 8.00
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BIDDER/COMPANY NAME: Airgas
ADDRESS: 201 N. 23rd Street
CITY/STATE/ZIP CODE: McAllen, TX 78501
PHONE & FAX NO.'S: 686-7622 682-6936
CELL PHONE: 522-6354
AUTHORIZED SIGNATURE: Jesse Mendoza
PRINTED NAME: Jesse Mendoza
TITLE: Account Manager
EMAIL: Jesse.Mendoza@Airgas.com

ADDENDUM NO. 1

February 12, 2009

“PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES”

RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT “A” are as FOLLOW:

1. Safety glasses dark
2. Safety glasses clear
3. Welding .030 cable liners for Millermatic 135
4. Welding wire spools .030 flux coated
5. Tips .030 for welder Millermatic 135
6. Millermatic 135 nozzle tip protector -- slip on type
7. Screw on 4.1/2 x 1/4 x 7/8 grinding discs
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid
9. Chop saw blades 14 x 3/32 x 1
10. Striker & flints
11. Cutting dark goggles

GAS

- 1- Oxygen (for welding gas) cylinder size: 21 and 125 series
- 2- Acetylene (for welding gas) cylinder size: #3, #4, MC

USE TABLE BELOW TO SUBMIT PRICES AS AN ADDITION TO EXHIBIT “B”

WELDING SUPPLY'S	PRICE
1. Safety glasses dark	1.53
2. Safety glasses clear	2.02
3. Welding .030 cable liners for Millermatic 135	13.82
4. Welding wire spools .030 flux coated	57.52
5. Tips .030 for welder Millermatic 135	6.63 pkg of 10 Each
6. Millermatic 135 nozzle tip protector – slip on type	8.23 pkg of 10 Each
7. Screw on 4.1/2 x 1/4 x 7/8 grinding discs	2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	2.98
9. Chop saw blades 14 x 3/32 x 1	5.20
10. Striker & flints	4.34
11. Cutting dark goggles	5.95
<u>GAS</u>	<u>PRICE</u>
1. Oxygen (for welding gas) cylinder size	
21 series	6. ⁰⁰
125 series	8.25 ⁰⁰
2. Acetylene (for welding gas) cylinder size: #3,	19.56
Cylinder size #4, MC	10.58

I, Jesse Mendoza, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-"HIDALGO COUNTY PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Airgas Southwest

Printed Bidder Name

2-20-09

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "C" INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

12/17/2010

DATE (MM/DD/YYYY)
12/8/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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 AIRGAS SOUTHWEST, INC.
1066143 21 WATERWAY AVE, SUITE 550
THE WOODLANDS TX 77380

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A National Union Fire Ins Co Pittsburgh PA

19445

INSURER B INSURANCE CO. THE STATE OF PA*

INSURER C ILLINOIS NATIONAL INS. CO.*

INSURER D *AIG - NEW YORK

INSURER E

COVERAGES AIRIN01 YE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL4807589	12/17/2009	12/17/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B		AUTOMOBILE LIABILITY <input checked="" 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	CA6505654 (AOS) CA6505652. (MA) CA6505653 (VA)	12/17/2009 12/17/2009 12/17/2009	12/17/2010 12/17/2010 12/17/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY AGG \$ XXXXXXXX
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	27471599	12/17/2009	12/17/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC1591799 (CA) WC1591798 (AZ, ID, MD, VA) WC1591800 (AOS) WC1591801 (IL, MI, MN, NY, UT)	12/17/2009 12/17/2009 12/17/2009 12/17/2009	12/17/2010 12/17/2010 12/17/2010 12/17/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

RECEIVED
DEC 15 2009
By [Signature]

CERTIFICATE HOLDER

10452174

HIDALGO COUNTY
2812 SOUTH BUS. HWY 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 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

[Signature]