

THE STATE OF TEXAS   §  
   §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-09-011-03-31**

THIS CONTRACT is made and entered into this 22<sup>nd</sup> day of May, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **Enterprise Rent A Car** ("Company").

**WHEREAS**, Company responded to request for bids for the "Lease/Rental of Vehicles"(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 RFB Packet, 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 agree that this Contract is entered into in order to provide the Services to **Hidalgo County**, for a period of one (1) year term with the County's option to extend and additional two (2) additional one (1) year terms under the same rates, terms and conditions. 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 RFB Packet within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 22, 2009** and ending, **May 21, 2010** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This contract 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 days written notice prior to cancellation

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

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

12. 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.

13. 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:       **Enterprise Rent A Car  
Attn: Gilberto Gonzalez  
408 E. Business 83  
McAllen, Texas 78501**

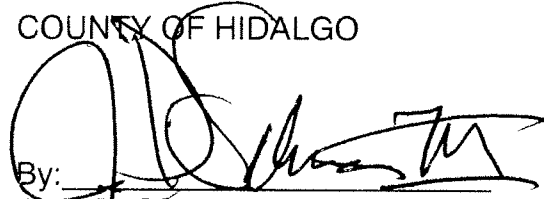
14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such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

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.

COUNTY OF HIDALGO

By:   
Juan D. Salinas, III, County Judge

ATTEST:

  
Arturo Guajardo Jr., County Clerk

Company: Enterprise Rent A Car

By: Vict Cit

Printed Name: Victor Citron

Title: Group Rental Mgr.

Approved By Commissioners Court On: March 31, 2009

APPROVED AS TO FORM:

By:   
Antonio Mendoza, Assistant District Attorney

# RFB Packet

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PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST**

**HIDALGO COUNTY "LEASE/RENTAL OF VEHICLES"  
Bid No: 09-011-03-04-YSI**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 2 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 6 pages.
9. Certification Regarding Debarment 1 page.

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

Thank you.

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Purchasing Agent

February 17, 2009

Date



PURCHASING DEPARTMENT  
County Of Hidalgo

February 17, 2009

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Re: **HIDALGO COUNTY**  
Request for Bids - "**LEASE/RENTAL OF VEHICLES**"  
**Bid No: 09-011-03-04-YSI**

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

<b>Bid No: 2009-011-03-04</b>	<b>Buyer: Yvette S. Islas</b>	<b>Tel. No: (956) 318-2626 x-4874</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

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### **“LEASE/RENTAL OF VEHICLES”**

#### **BID OPENING DATE:**

**March 04, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – “LEASE/RENTAL OF VEHICLES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-011-03-04-YSI HIDALGO COUNTY - “LEASE/RENTAL OF VEHICLES”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-011-03-04-YSI RFB-HIDALGO COUNTY – “LEASE/RENTAL OF VEHICLES”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:



For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

~~It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.~~

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) ~~week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.~~
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
For

**HIDALGO COUNTY**

**“LEASE/RENTAL OF VEHICLES”**

**BID NO.: 2009-011-03-04-YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

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## EXHIBIT "A"

### HIDALGO COUNTY "LEASING / RENTAL OF VEHICLES" BID NO. 09-011-03-04-YSI

#### SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

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1. All mentioned vehicles are subject to being equal or better.
  2. All costs and expenses associated with the preparation and submission of ( bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
  3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.
  4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**
  5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.
  6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.
  7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
  8. **Do not include insurance coverage for the vehicles on your bid price .**
  9. Insurance Certificates (Refer to Exhibit "C" limits ) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.
  10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.
13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.
14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

<b>Description of Vehicle:</b>
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsized SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4 wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsized Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"LEASING/RENTAL OF VEHICLES"**  
**BID #: 09-011-03-04-YSI**  
**BID PAGE**

A.

<b>Description of Vehicle:</b>	<b>Daily Total plus free miles</b>	<b>Weekly Total plus free miles</b>	<b>Monthly Total plus free miles</b>
Compact ex. Escort, Neon, Cavalier; or similar models	\$ Miles	\$ Miles	\$ Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	\$ Miles	\$ Miles	\$ Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	\$ Miles	\$ Miles	\$ Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	\$ Miles	\$ Miles	\$ Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	\$ Miles	\$ Miles	\$ Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	\$ Miles	\$ Miles	\$ Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	\$ Miles	\$ Miles	\$ Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	\$ Miles	\$ Miles	\$ Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	\$ Miles	\$ Miles	\$ Miles

B. 24 hour Roadside assistance toll free Phone number # \_\_\_\_\_

**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 INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

### COVERAGES

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

INSURER LETTER	DESCRIPTION OF COVERAGE	AGGREGATE LIMIT	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	INSURER NAME
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> EMPLOYERS AND CONTRACTORS LIABILITY <input type="checkbox"/> MEDICAL EXPENSES <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY <input type="checkbox"/> VOLUNTARY PERSONAL AND ADVERTISING INJURY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000
	<b>OTHER</b> <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> CONTRACTS <input type="checkbox"/> VOLUNTARY AUTOMOBILE LIABILITY				FEDERAL LIABILITY INSURANCE COMPANY ONE COMMERCIAL CENTER SUITE 100 HOUSTON, TEXAS 77002 (713) 866-1000

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

CERTIFICATE HOLDER

Hidalgo County  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, Texas 78539

ADDITIONAL INSURED / INSURER LETTER

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES ARE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ASSURED INSURER WILL SEND A LETTER TO MAIL **30** DAYS PRIOR TO THE CANCELLATION DATE TO THE ASSURED. THE ASSURED SHALL MAIL A LETTER TO THE ASSURED INSURER TO MAIL **30** DAYS PRIOR TO THE CANCELLATION DATE TO THE ASSURED. THE ASSURED SHALL MAIL A LETTER TO THE ASSURED INSURER TO MAIL **30** DAYS PRIOR TO THE CANCELLATION DATE TO THE ASSURED.

# Insurance Requirement Acknowledgment

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

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

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

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

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

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

\_\_\_\_\_  
Date

**Notice to Bidder:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

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

\_\_\_\_\_  
Date



**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): \_\_\_\_\_ 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: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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
+

**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.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### 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,

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

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

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

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

**Part II. Certification**

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

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

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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**DRAFT**

**SERVICE CONTRACT  
C-09-011-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of, 2009 by and between the County of Hidalgo, Texas ("County"), and \_\_\_\_\_ ("Company").

**WHEREAS**, Company responded to request for bids for the "Lease/Rental of Vehicles"; and

**WHEREAS**, Company submitted a bid to provide services in accordance with the specifications as quote, a copy of such specifications and quote being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); 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 quote to Company.

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

**DRAFT**

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "Lease/Rental of Vehicles." 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 County his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_, 2009 and ending, \_\_\_\_\_2010 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This Contract will be in effect until (a) the contact expires, (b) delivery and acceptance of products, and/or performance of services ordered,

or (c) terminated by County with thirty days written notice prior to cancellation.

**DRAFT**

5. 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.

6. 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.

7. 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.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County

**DRAFT**

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

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

10. 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.

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

12. 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.

DRAFT

13. 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:

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14. 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.

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

DRAFT

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.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Title: \_\_\_\_\_

Approved By Commissioners Court On: \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
Antonio Mendoza

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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

**EXHIBIT “A”  
TERMS & CONDITIONS**

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## EXHIBIT "A"

### HIDALGO COUNTY "LEASING / RENTAL OF VEHICLES" BID NO. 09-011-03-04-YSI

#### SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

1. All mentioned vehicles are subject to being equal or better.
2. All costs and expenses associated with the preparation and submission of ( bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.
4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**
5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.
6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.
7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
8. **Do not include insurance coverage for the vehicles on your bid price .**
9. Insurance Certificates (Refer to Exhibit "C" limits ) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.
10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.
13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.
14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

<b>Description of Vehicle:</b>
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models

**EXHIBIT “B”  
PAYMENT SCHEDULE**

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**HIDALGO COUNTY**  
**“LEASING/RENTAL OF VEHICLES”**  
**BID #: 09-011-03-04-YSI**

<b>ENTERPRISE RENT A CAR</b>			
<b>Description of Vehicle:</b>	<b>Daily Total plus free miles</b>	<b>Weekly Total plus free miles</b>	<b>Monthly Total plus free miles</b>
Compact ex. Escort, Neon, Cavalier; or similar models	\$ 30.00 Unlimited Miles	\$ 165.00 Unlimited Miles	\$ 625.00 Unlimited Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	\$ 33.00 Unlimited Miles	\$ 181.50 Unlimited Miles	\$ 650.00 Unlimited Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	\$ 35.00 Unlimited Miles	\$ 192.50 Unlimited Miles	\$ 700.00 Unlimited Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	\$ 40.00 Unlimited Miles	\$ 220.00 Unlimited Miles	\$ 750.00 Unlimited Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	\$ 45.00 Unlimited Miles	\$ 247.50 Unlimited Miles	\$ 800.00 Unlimited Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	\$ 60.00 Unlimited Miles	\$ 330.00 Unlimited Miles	\$ 1,000.00 Unlimited Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	\$ 70.00 Unlimited Miles	\$ 385.00 Unlimited Miles	\$ 1,200.00 Unlimited Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	\$ 35.00 Unlimited Miles	\$ 192.50 Unlimited Miles	\$ 700.00 Unlimited Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	\$ 40.00 Unlimited Miles	\$ 220.00 Unlimited Miles	\$ 750.00 Unlimited Miles

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"LEASING/RENTAL OF VEHICLES"**  
**BID #: 09-011-03-04-YSI**  
**BID PAGE**

A.

<b>Description of Vehicle:</b>	<b>Daily Total plus free miles</b>	<b>Weekly Total plus free miles</b>	<b>Monthly Total plus free miles</b>
Compact ex. Escort, Neon, Cavalier; or similar models	\$ 30.00 Miles	\$ 165.00 Miles	\$ 625.00 Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	\$ 33.00 Miles	\$ 181.50 Miles	\$ 650.00 Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	\$ 35.00 Miles	\$ 192.50 Miles	\$ 700.00 Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	\$ 40.00 Miles	\$ 220.00 Miles	\$ 750.00 Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	\$ 45.00 Miles	\$ 247.50 Miles	\$ 800.00 Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	\$ 60.00 Miles	\$ 330.00 Miles	\$ 1000.00 Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	\$ 70.00 Miles	\$ 385.00 Miles	\$ 1200.00 Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	\$ 35.00 Miles	\$ 192.50 Miles	\$ 700.00 Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	\$ 40.00 Miles	\$ 220.00 Miles	\$ 750.00 Miles

B. 24 hour Roadside assistance toll free Phone number # 1-800-307-6666

**EXHIBIT “C”  
INSURANCE CERTIFICATE**

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2009

**PRODUCER**  
Marsh USA Inc.  
701 Market Street  
Suite 1100  
St. Louis, MO 63101

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.

ENTER -STND-GAW-08-09      5299

**INSURERS AFFORDING COVERAGE**      **NAIC #**

**INSURED**  
Enterprise Rent-A-Car Company et al  
600 Corporate Park Drive  
St. Louis, MO 63105

INSURER A: Discover Property And Casualty Ins Co	36463
INSURER B: United States Fidelity & Guaranty Company	25887
INSURER C: Fidelity And Guaranty Insurance Co.	35386
INSURER D: Fidelity And Guaranty Ins Undwrtr, Inc	25879
INSURER E:	

**COVERAGES** 5

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	D002L00350	09/01/08	09/01/09	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	X	<b>AUTOMOBILE LIABILITY</b>	D002V00129 (AOS)	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
B	X	<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 <input checked="" type="checkbox"/> SIR \$2,000,000	D002V00130 (HI)	09/01/08	09/01/09	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b>				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	D002W00689 (NJ, NV)	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	D002W00690 (HI)	09/01/08	09/01/09	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C			D002W00691 (AOS)	09/01/08	09/01/09	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	D002W00692 (AK,OR,WI)	09/01/08	09/01/09	
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Hidalgo County is added as an additional insured where required by written contract.  
 Any Auto owned or leased by the named insured while operated by employees of the name insured.  
 No coverage provided to renters under this policy. UM/UM is provided if required by state law and then in the minimum amount required by state law.

**CERTIFICATE HOLDER**      CHI-002235463-02

**CANCELLATION**

Hidalgo County  
Attn: Purchasing Department  
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 of Marsh USA Inc.  
Alfred A. Peterfeso *Alfred A. Peterfeso*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PURCHASING DEPARTMENT  
County Of Hidalgo

MAR 10 2009

**MEMORANDUM**

*[Handwritten signature]*

**TO:** Dora Munoz, Commander  
Nelda Olivarez  
Hidalgo County HIDTA Task Force

**VIA E-MAIL:** dmunoz@tx.hidta.net  
nelda.olivarez@co.hidalgo.tx.us

Chief Deputy Anacleto Martinez  
Lt Richard Ozuna  
Juan Tapia, Procurement Specialist  
Hidalgo County Sheriff's Office

**VIA E-MAIL:** anacleto.martinez@hidalgo.org  
richard.ozuna@hidalgo.org  
jaun.tapia@hidalgo.org

**FROM:** Yvette Islas, Buyer *[Handwritten initials]*  
Purchasing Department

**DATE:** March 10, 2009

**RE:** Request for Recommendation for: RFB 09-011-03-04-YSI  
"LEASE/RENTAL OF VEHICLES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Wednesday, March 11, 2009, 4:00 pm. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

DO recommend accepting of response       DO NOT recommend accepting of response

Recommendations/Concerns: \_\_\_\_\_

*Acc. No. 9-1284-421-00-280-037-9-442.*

*[Handwritten signature]*

*3/10/09*

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

**Submit this form to the Hidalgo County Purchasing Department via  
fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

TO: Dora Munoz, Commander  
Nelda Olivarez  
Hidalgo County HIDTA Task Force  
Via E-Mail: dmunoz@stx.hidta.net  
nelda.olivarez@co.hidalgo.tx.us

FROM: Yvette S. Islas, Buyer *YSI*  
Hidalgo County Purchasing Department

DATE: January 23, 2009

RE: "Lease/Rental of Vehicles" for Hidalgo County.  
Bid No. 09-011-00-00-YSI

Please review the following specifications for the above referenced project so as to start initiating the process to bid out. The current contract will expire March 21, 2009.

Please make any **modifications, additions or deletions (if any)** and/or indicate if these specifications meet all your requirements by **signing below** and marking **approve or disapprove and return back by 12:00 noon, Wednesday, January 28, 2009.**

**IMPORTANT: PLEASE PROVIDE YOUR BUDGET ACCOUNT NUMBER**

If you have any questions, please call me at 318-2626, ext. 4874.

APPROVE  DISAPPROVE  MODIFICATIONS

ACCOUNT NUMBER(S): \_\_\_\_\_

*Dora L. Munoz* *Dora L. Munoz* *3/11/09*  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**

**EXHIBIT “D”**  
**CONFLICT OF INTEREST**

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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

None

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

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

N/A

4

N/A

Signature of person doing business with the governmental entity

3-3-09

Date

# **BIDDER/VENDOR APPLICATION**

---

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539  
or email: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)

Company Name: <u>Enterprise Rent A Car</u>		Telephone No. (956) <u>535-3350</u>
dba Name:		
Legal Name: <u>Enterprise Rent A Car Co. of Texas</u>		
Mailing Address: <u>1505 Harry Wurbs</u>		Fax No. (956) <u>580-0548</u>
Physical Address:		
City, State, Zip	<u>San Antonio TX</u>	Tax ID. No. <u>3-01133-8911-9</u>
Remit to Address:	<u>1505 Harry Wurbs</u>	City, State, Zip <u>San Antonio TX 78209</u>
E-Mail Address:		
Representative(s) Name(s) & Title(s) <u>Gilberto Gonzalez Corporate Sales Manager</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. <u>3-01133-8911-9</u> (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.		
State of Incorporation: <u>TX</u> Date: <u>12-01-2006</u> Other:		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Gilberto Gonzalez</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: <input type="checkbox"/> Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

**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): \_\_\_\_\_ 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: \_\_\_\_\_

# W-9 FORM

---

**Request for Taxpayer  
 Identification Number and Certification**

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

Name (as shown on your income tax return) **Enterprise Rent A Car Company of Texas**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.) **1505 Harry Wurzbach**

City, state, and ZIP code **San Antonio TX**

List account number(s) here (optional)

Requester's name and address (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  
**36-316-9193123**

**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:

- 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
- 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
- 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.)

Sign Here Signature of U.S. person **[Signature]** Date **3-3-07**

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

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

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

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

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

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

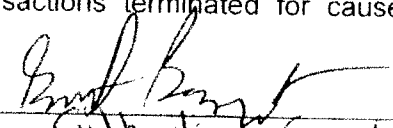
# DEBARMENT FORM

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**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: Catherine J. Genesha  
Title: Corporate Sales Manager  
Telephone Number: 956 557-3330  
Date: 3-3-07

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

**H. Colonia Access Program Pct. 4**

1. **Presentation for consideration, discussion acceptance and approval of Work Authorization No. I (with a proposed fee of \$67,718.31) with Millennium Engineers Group, Inc. to provide Geotechnical Engineering Services and Construction Materials Testing to Hidalgo County Precinct No. 4 for Various Border Colonia Access Program Round III Projects.**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**I. Sheriff's Office**

1. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
  - A. **Status of negotiations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,**
  - B. **Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,**

**C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriffs Office.**

NO ACTION taken on items A thru C.

**J. Co. Wide**

1. **Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YS I).**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Recommending bid award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County -Hot Mix Cold-Laid Road Material" Bid No: 2009-073-03-18-YZV**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

3. **A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:**

Report made by Mr. Mendoza.

February 19, 2009 for Amberland Subdivision. C-CAP 08-013-07-11.

**H. Colonia Access Program Pct. 4**

1. **AI-14687** Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 (with a proposed fee of \$67,718.31) with Millennium Engineers Group, Inc. to provide Geotechnical Engineering Services and Construction Materials Testing to Hidalgo County Precinct No. 4 for Various Border Colonia Access Program Round III Projects.

**I. Sheriff's Office**

1. **AI-14695** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
- A. Status of negotiations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,
  - B. Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,
  - C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriff's Office.

**J. Co. Wide**

1. **AI-14706** Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YSI).
2. **AI-14693** Recommending bid award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Hot Mix Cold-Laid Road Material" Bid No: 2009-073-03-18-YZV
3. **AI-14752** A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:
- B. Approval of the final negotiated Hidalgo County Depository Bank, Remittance Processing (Lockbox), and, if applicable, Trust Services and, Related Agreements with the effective date upon expiration of current agreement and expiring on Commissioners Court's May term of \_\_\_\_\_; or, in the alternative,
  - C. Recommendation to cease negotiations with the First National Bank, Edinburg, Texas and re-advertise pursuant to Chapter 116, Texas Local Government Code, for the selection of a County Depository Bank.
4. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**  
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge

**AI-14706**

**Lease/Rental of Vehicles**

**CC REGULAR**

**Date:** 03/31/2009

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Co. Wide

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**Information**

**CAPTION**

Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YSI).

**BACKGROUND**

Contract previously approved by legal.

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 9-1100-421-00-280-001-0-442

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Link: [contract 09.011](#)

Link: [dept recomend 09.011](#)

Link: [b tab 09.011](#)

Link: [part log 09.011](#)

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**Form Routing/Status**

Form Started By: Yvette  
Islas

Started On: 03/24/2009 01:05  
PM

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