

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT  
C-10-009-04-13**

THIS CONTRACT is made and entered into this **13<sup>th</sup>** Day of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services For All Road Materials for Precinct No.1**" the ("Services"); and

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

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

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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 of one year effective **April 29, 2010** and ending on **April 28, 2011**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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



written notice by County.

16. 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.

17. 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 \_\_\_\_\_, 2010.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Rene A. Ramirez, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

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

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

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

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

## **EXHIBIT "A"**

Hidalgo County Precinct No. 1  
"Hauling Services for All Road Materials"  
BID No. 2010-009-02-17-SMA  
SPECIFICATIONS/REQUIREMENTS

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### **SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS**

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It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an "**As Needed Basis**" by the precinct.

- 1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

Location of current pits and plants are as follows:

- **Cold Laid** - Frontera Materials (La Joya Plant)
  - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
  - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
  - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.
- 2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
  - 3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**
  - 4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".
  - 5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
  - 6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.
  - 7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

**EXHIBIT "A"**  
Hidalgo County Precinct No. 1  
"Hauling Services for All Road Materials"  
BID No. 2010-009-02-17-SMA  
SPECIFICATIONS/REQUIREMENTS

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- 8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.
- 9) 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 (30) day's written notice prior to cancellation.
- 10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
- 11) 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.
- 12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "**As Needed Basis**".
- 13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 14) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 15) **Market Volatility and Unit Price Adjustments:**  
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:
  1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

## EXHIBIT "A"

Hidalgo County Precinct No. 1  
"Hauling Services for All Road Materials"  
BID No. 2010-009-02-17-SMA  
SPECIFICATIONS/REQUIREMENTS

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- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**EXHIBIT "A"**

Hidalgo County Precinct No. 1  
"Hauling Services for All Road Materials"  
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SPECIFICATIONS/REQUIREMENTS

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

16) **ADDITIONAL INFORMATION**

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

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, February 10, 2010 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, February 12, 2010 BY 5:00 P.M.**

**EXHIBIT "B"**  
**BID PAGE**  
**HIDALGO COUNTY PRECINCT NO. 1**  
**"HAULING SERVICES FOR ALL ROAD MATERIALS"**  
**BID NO. 2010-009-02-17-SMA**

**PART I**

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

| Location of Plant  |   | Radius       | Total Cost Per Ton | Fuel Costs Percentage Per Ton | Current/Base Fuel Cost: |
|--|---|--------------|--------------------|-------------------------------|-------------------------|
| <b>COLD MIX-<br/>(FRONTERA MATERIALS)</b>  | <b>LA JOYA<br/>PLANT</b>  | 01-10 miles  | \$                 | %                             | \$                      |
|  |   | 11-20 miles  | \$                 | %                             | \$                      |
|  |   | 21-30 miles  | \$                 | %                             | \$                      |
|  |   | 31-40 miles  | \$                 | %                             | \$                      |
|  |   | 41-50 miles  | \$                 | %                             | \$                      |
|  |   | 51-60 miles  | \$                 | %                             | \$                      |
|  |   | 61-70 miles  | \$                 | %                             | \$                      |
|  |   | 71-100 miles | \$                 | %                             | \$                      |
| <b>(FRONTERA MATERIALS)<br/><br/>Type D -Hot Mix-Gravel<br/><br/>Type D- Hot Mix-Limestone</b> | <b>PROGRESO<br/>PLANT</b>   | 01-10 miles  | \$                 | %                             | \$                      |
|  |   | 11-20 miles  | \$                 | %                             | \$                      |
|  |   | 21-30 miles  | \$                 | %                             | \$                      |
|  |   | 31-40 miles  | \$                 | %                             | \$                      |
|  |   | 41-50 miles  | \$                 | %                             | \$                      |
|  |   | 51-60 miles  | \$                 | %                             | \$                      |
|  |   | 61-70 miles  | \$                 | %                             | \$                      |
|  |   | 71-100 miles | \$                 | %                             | \$                      |
| <b>(MARTIN MARIETTA)<br/>Crushed Caliche-</b>  | <b>2 miles S of<br/>Intersection FM<br/>1017 &amp; FM 3250<br/>on 3250<br/>Jericho Pit<br/>Linn, Tx</b> | 01-10 miles  | \$                 | %                             | \$                      |
|  |   | 11-20 miles  | \$                 | %                             | \$                      |
|  |   | 21-30 miles  | \$                 | %                             | \$                      |
|  |   | 31-40 miles  | \$                 | %                             | \$                      |
|  |   | 41-50 miles  | \$                 | %                             | \$                      |
|  |   | 51-60 miles  | \$                 | %                             | \$                      |
|  |   | 61-70 miles  | \$                 | %                             | \$                      |
|  |   | 71-100 miles | \$                 | %                             | \$                      |

**EXHIBIT "B"**  
**BID PAGE**  
**HIDALGO COUNTY PRECINCT NO. 1**  
**"HAULING SERVICES FOR ALL ROAD MATERIALS"**  
**BID NO. 2010-009-02-17-SMA**

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**PART II.**

**Bid Price Adjustment By Hidalgo County Precinct No. 1**

**At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:**

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for February 12, 2010. For each 10% (increase or decrease) in the current OPIS Index of February 12, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

**In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.**

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Vendor

**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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

**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 |  |
|-----------------------------|--|
| INSURER A:                  |  |
| INSURER B:                  |  |
| INSURER C:                  |  |
| INSURER D:                  |  |
| INSURER E:                  |  |

**COVERAGES**

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

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

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

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

# Insurance Requirement Acknowledgment

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

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

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

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

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

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

\_\_\_\_\_  
Date

**Notice to Bidder:**

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

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

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**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

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

EXHIBIT "D"

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity  |                        | <b>FORM CIQ</b> |
|--|------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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</p> <p>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.</p>   | <b>OFFICE USE ONLY</b> |                 |
| <p>1 Name of person who has a business relationship with local governmental entity.</p>  | <p>Date Received</p>   |                 |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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 ;</p>   |                        |                 |
| <p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D Describe each employment or business relationship with the local government officer named in this section</p> |                        |                 |
| <p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity      Date</p>   |                        |                 |

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)



**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)

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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:

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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:

---

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

## 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/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup<br>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>2</sup>  |

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

<sup>2</sup>However, the following payments made to a corporation (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.

## **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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT “B”  
VENDOR’S BID**

**EXHIBIT "B"**  
**BID PAGE**  
**HIDALGO COUNTY PRECINCT NO. 1**  
**"HAULING SERVICES FOR ALL ROAD MATERIALS"**  
**BID NO. 2010-009-02-17-SMA**

**PART I**

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

| Location of Plant   |   | Radius       | Total Cost Per Ton | Fuel/Costs Percentage Per Ton | Current/Base Fuel Cost |
|---|---|--------------|--------------------|-------------------------------|------------------------|
| COLD MIX-<br>(FRONTERA MATERIALS)   | LA JOYA PLANT   | 01-10 miles  | \$ 4.95            | 40%                           | \$ 1.98                |
|   |   | 11-20 miles  | \$ 4.95            | %                             | \$                     |
|   |   | 21-30 miles  | \$ 6.25            | %                             | \$                     |
|   |   | 31-40 miles  | \$ 6.25            | 40%                           | \$ 2.50                |
|   |   | 41-50 miles  | \$ 6.25            | %                             | \$                     |
|   |   | 51-60 miles  | \$ 6.50            | %                             | \$                     |
|   |   | 61-70 miles  | \$ 6.50            | 40%                           | \$ 2.60                |
|   |   | 71-100 miles | \$                 | %                             | \$                     |
| (FRONTERA MATERIALS)<br>Type D - Hot Mix-Gravel<br>Type D - Hot Mix-Limestone | PROGRESO PLANT  | 01-10 miles  | \$                 | %                             | \$                     |
|   |   | 11-20 miles  | \$                 | %                             | \$                     |
|   |   | 21-30 miles  | \$ 9.25            | 40%                           | \$ 3.70                |
|   |   | 31-40 miles  | \$ 9.25            | %                             | \$                     |
|   |   | 41-50 miles  | \$                 | %                             | \$                     |
|   |   | 51-60 miles  | \$                 | %                             | \$                     |
|   |   | 61-70 miles  | \$                 | %                             | \$                     |
|   |   | 71-100 miles | \$                 | %                             | \$                     |
| (MARTIN MARIETTA)<br>Crushed Caliche-   | 2 miles S of<br>Intersection FM<br>1017 & FM 3250<br>on 3250<br>Jericho Pit<br>Linn, Tx | 01-10 miles  | \$ 4.95            | %                             | \$ 1.98                |
|   |   | 11-20 miles  | \$ 4.95            | %                             | \$                     |
|   |   | 21-30 miles  | \$ 6.25            | 40%                           | \$ 2.50                |
|   |   | 31-40 miles  | \$ 6.25            | %                             | \$                     |
|   |   | 41-50 miles  | \$ 6.25            | %                             | \$                     |
|   |   | 51-60 miles  | \$ 6.50            | %                             | \$                     |
|   |   | 61-70 miles  | \$ 6.50            | %                             | \$ 2.60                |
|   |   | 71-100 miles | \$                 | %                             | \$                     |

OPENED  
9:48am  
2-17-2010  
Witnessed

*[Signature]*

**HIDALGO COUNTY PRECINCT NO. 1  
 “HAULING SERVICES FOR ALL ROAD MATERIALS”**

AWARDED ITEMS TO:  
**UNIVERSAL TRUCKERS, INC.**

---

| Location of Plant   |   | Radius       | Total Cost Per Ton |
|---|---|--------------|--------------------|
| <b>COLD MIX</b><br>(Frontera Materials)                             | LA JOYA PLANT   | 21-30 miles  | \$4.95             |
|   |   | 31-40 miles  | \$6.25             |
|   |   | 41-50 miles  | \$6.25             |
|   |   | 51-60 miles  | \$6.25             |
|   |   | 61-70 miles  | \$6.50             |
|   |   | 71-100 miles | \$6.50             |
| <b>HOT MIX</b> Type D-Gravel &<br>Limestone<br>(Frontera Materials) | PROGRESO PLANT  | 61-70 miles  | \$9.25             |
|   |   | 71-100 miles | \$9.25             |
| <b>Crushed Caliche</b><br>(Martin Marietta)                         | 2 miles S of Intersection FM<br>1017 & FM 3250 on 3250<br>Jericho Pit<br>Linn, Tx | 41-50 miles  | \$6.25             |
|   |   | 51-60 miles  | \$6.25             |
|   |   | 61-70 miles  | \$6.50             |
|   |   | 71-100 miles | \$6.50             |

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/05/2010

|  |   |        |
|--|---|--------|
| <b>PRODUCER</b><br>H. CAMPOS INSURANCE AGENCY<br>115 S. CAGE BLVD<br>PHARR, TX 78577 | 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. |        |
|  | <b>INSURERS AFFORDING COVERAGE</b>  | NAIC # |
| <b>INSURED</b><br>Universal Truckers, Inc.<br>P.O. Box 653<br>Alamo Tx 78516         | INSURER A: Hallmark County Ins. Co.   |        |
|  | INSURER B: Republic Lloyds Ins. Co.   |        |
|  | INSURER C: Texas Workforce Co.  |        |
|  | INSURER D:  |        |
|  | INSURER E:  |        |

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|-------------|--|-----------------|----------------------------------|-----------------------------------|--|
| B        |             | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR   | LGL-100876-04   | 2/5/2010                         | 2/5/2011                          | EACH OCCURRENCE \$ 1,000,000.00  |
|          |             | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |                 |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00<br>MED EXP (Any one person) \$ 5,000.00<br>PERSONAL & ADV INJURY \$ 1,000,000.00<br>GENERAL AGGREGATE \$ 1,000,000.00<br>PRODUCTS - COM/OP AGG \$ 1,000,000.00 |
| A        |             | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | STC-555435-4    | 2/5/2010                         | 2/5/2011                          | COMBINED SINGLE LIMIT (Ea accident) \$ 500,001.00  |
|          |             | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |                 |                                  |                                   | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          |             | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |                 |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |
| C        |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | TSF-00317776-04 | 2/10/2010                        | 2/10/2011                         | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 500,000.00   |
|          |             | OTHER  |                 |                                  |                                   | E.L. EACH ACCIDENT \$ 100,000.00<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000.00<br>E.L. DISEASE - POLICY LIMIT \$   |

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

1999 FRHT-972928 1999 FRHT-A24186 1999 FRHT-A00773 1999 FRHT-A00798 1997 FRHT-704999 1999 FRHT-A06750  
 1999 INTR-042968 1999 FRHT-A58305 1999 FRHT-A58305 1998 FRHT-972696 1994 FRHT-657373 1996 FRHT-662437  
 1995 FRHT-A75446 1998 KW- 758999 1999 KW-791172 1996 FRHT- 592804 1999 KW-799956 1995 KW-662344  
 1999 VOLV-764939 1998 KW-771508 1996 FRHT-01005 2000 FRHT-F54400 ANY ATTCHED TRAILER

### CERTIFICATE HOLDER

HIDALGO COUNTY PCT#1  
 Attn: Purchasing Department  
 2812 S. Highway Bus 281  
 Edinburg, Texas 78539

### CANCELLATION

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

*Herbert Campos*