

County following a request for Services by the **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 1, 2010** and expiring on **June 30, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: Valley Bottle Water, L.L.C.
 Martin Hernandez, General (Branch) Manager
 1401 South Padre Island Drive
 Corpus Christi, Texas 78416

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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 _____, **2010**.

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr., County Clerk

**COMPANY:
VALLEY BOTTLE WATER, L.L.C.**

By: _____

Printed Name: Martin Hernandez

Title: General (Branch) Manager

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



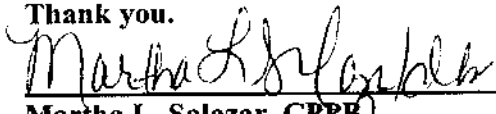
PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010 005-04-07-SMA

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Specifications, consisting of 6 pages.
4. Exhibit "B" Bid Page, consisting of 2 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Copy of receipt and this form must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
8. Certification Regarding Debarment consists of 1 page.
(Must be submitted with bid)
9. Draft Service Contract, consisting of 9 pages.

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, CPPB
Purchasing Agent

March 22, 2010
Date



PURCHASING DEPARTMENT
County Of Hidalgo

March 22, 2010

(Company's name and address)

Re: **HIDALGO COUNTY**
Request for Bids - "**BOTTLED WATER SERVICES**"
Bid No: 2010-005-04-07-SMA

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/sma

Enclosures

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR BID

“BOTTLED WATER SERVICES”

BID No. 2010-005-04-07-SMA

Bid No:2010-005-04-07-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“BOTTLED WATER SERVICES”

BID OPENING DATE: April 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03



1. Sealed bids will be received for **"HIDALGO COUNTY -BOTTLED WATER SERVICES"** 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 and or/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: **"RFB No. 2010-005-04-07-SMA -HIDALGO COUNTY- BOTTLED WATER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 07, 2010.**

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 "RFB No.-2010-005-04-07-SMA- HIDALGO COUNTY - BOTTLED WATER SERVICES".

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.

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 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:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official

- c) Purchase Order Number (if any)
- d) Notation - "**HIDALGO COUNTY-BOTTLED WATER SERVICES**"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

| | |
|-----------------------------------|------------------------------|
| Bid Opening, 9:30 A.M. | <u>April 07, 2010</u> |
| Award of Contract | <u>2010</u> |
| Commence Work or Deliver Products | <u>2010</u> |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- 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 CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or 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 hereunder, 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 day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful 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
"BOTTLED WATER SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Bottled Water Services"
Bid No: 2010-005-04-07-SMA

OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide bottled water service for the Hidalgo County Departments. All services shall be provided in accordance with the specifications contained herein.

SCOPE OF WORK: The vendor shall furnish all resources required to provide bottled drinking and/or spring water, paper cups and dispensing equipment, as specified herein on an "AS NEEDED BASIS". Hidalgo County reserves the right to add or delete item(s) during the term of the contract.

SPECIFICATIONS/REQUIREMENTS

CONTAINERS:

All containers shall be returnable/reusable, five (5) vessel/gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective user departments. No storage racks are needed.

LEASED EQUIPEMENT:

All equipment offered by the vendor through this contract shall be new and in compliance with the following minimum specifications:

- COOLERS-Full size, free standing, shall be approximately 12.5"W x 12.5"Depth x 38"H
- DELIVERY, INSTALLATION & MAINTENANCE shall be included in the bid price.
- All COOLERS shall be Underwriter Lab approved, or equal.
- All EQUIPMENT shall not contain lead or lead based solder in contact with water.
- COOLERS shall be free standing, suitable to accept containerized water.
- COLD WATER service equipment shall be mechanically cooled with thermostatic controls.
- HOT WATER service equipment shall be electrically heated and thermostatically controlled (approximately 160°-180° Fahrenheit)
- ELECTRICAL REQUIREMENTS- 120 volt, single phase, 60 Hz.
- DRIP RECEPTOR shall be removable
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
 - a) the substitution confirms to the specifications as stated herein,
 - b) the specifications for the proposed substitution is provided to the user department

MAINTENANCE OF LEASED EQUIPMENT

The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The vendor shall repair or replace malfunctioning coolers within twenty-four (24) hours of receiving the service call from the user department.

DELIVERIES:

1. All deliveries throughout the contract term must be during normal business hours; Monday-Friday from 8:00 a.m. -12:00 p.m. and 1:00 p.m. -4:00 p.m.
2. Bidder shall be solely responsible for familiarity with any site-specific delivery conditions. (i.e. building access, parking, elevators, stairs, security requirements, etc)
3. Bidder shall deliver the requested amount of product within twenty-four (24) hours following the request or earlier if requested.

PRICING:

Bidders shall indicate on the Bid Page (refer to Exhibit B); a firm unit price per five (5) gallon drinking and/or spring vessel/bottle water, 16.5 and 20 oz per case bottled water, as well as a monthly rental fee to supply water dispensers to all user departments. Prices shall include all cost associated with maintenance, installation and repairs of the water dispenser unit(s). All prices must remain firm throughout the term of the contract and any extensions thereto.

LOCATION OF WATER DISPENSERS:

The following locations listed below are to be considered minimum. The County reserves the right to request additional water dispensers or reduce the number of dispensers as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional water dispensers at prices agreed to in this bid.

| | NAME | ADDRESS | Hot/Cold | Temp/Cold | Cold |
|----|---|--|----------|-----------|------|
| 1 | HIDALGO CO 93RD DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 1 | | |
| 2 | HIDALGO CO 92ND DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 1 | | |
| 3 | HIDALGO CO 449TH DISTRICT COURT | 1001 N. Doolittle Rd, Edinburg, Tx | 1 | | |
| 4 | HIDALGO CO 430TH DISTRICT COURT | 111 S. 9th St., Edinburg, Tx | | 1 | |
| 5 | HIDALGO CO 398TH DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 1 | | |
| 6 | HIDALGO CO 389TH DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 2 | | |
| 7 | HIDALGO CO 332ND DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 1 | | |
| 8 | HIDALGO CO 275 TH DISTRICT COURT | 100 N. Closner, 1st Floor, Edinburg, Tx | 1 | | |
| 9 | HIDALGO CO 266TH DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | 1 | | 1 |
| 10 | HIDALGO CO 139TH DISTRICT COURT | 100 N. Closner, 2nd Floor, Edinburg, Tx | | | 1 |
| 11 | HIDALGO CO AUDITOR'S OFFICE | 2802 S. Business 281-Edinburg, Tx | 1 | | |
| 12 | HIDALGO CO AUXILIARY COURT | 100 N. Closner, (Annex Bldg.)Edinburg, Tx | 1 | 1 | |
| 13 | HIDALGO CO BUDGET OFFICE | 2818 S. Bus. Hwy. 281, Edinburg, Tx | 1 | 2 | |
| 14 | HIDALGO CO CLERK OFFICE | 100 N. Closner 1st Floor, Edinburg, Tx | 1 | 1 | 1 |
| 15 | HIDALGO CO CONSTABLE PCT 2 | 523 S. Standard, San Juan, Tx | | 1 | |
| 16 | HIDALGO CO CONSTABLE PCT 4 | 2814 S. Business Hwy. 281 Edinburg, Tx | | | 1 |
| 17 | HIDALGO CO CONSTABLE PCT 5 | 708 E. Edinburg, Ave., Elsa, Tx | 1 | | |
| 18 | HIDALGO CO COURT AT LAW 1 | 100 N. Closner 3rd Floor, Edinburg, Tx | 1 | | |
| 19 | HIDALGO CO COURT AT LAW 2 | 100 N. Closner 3rd Floor, Edinburg, Tx | 1 | | |
| 20 | HIDALGO CO COURT AT LAW 4 | 100 N. Closner 3rd Floor, Edinburg, Tx | | | 1 |
| 21 | HIDALGO CO COURT AT LAW 5 | 100 N. Closner 2nd Floor, Edinburg, Tx | | 1 | |
| 22 | HIDALGO CO DISTRICT ATTORNEY'S OFFICE | 100 N. Closner 3rd Floor, Edinburg, Tx | 1 | | 1 |
| 23 | HIDALGO CO DISTRICT CLERK & PROBATE COURT | 1615 S. Closner, Ste. C, Edinburg, Tx | 1 | | |
| 24 | HIDALGO CO DISTRICT CLERK'S OFFICE | 100 N. Closner 1st Floor, Edinburg, Tx | 1 | | |
| 25 | HIDALGO CO ELECTION DEPARTMENT | 101 S. 10TH ST., Edinburg, Tx | | 5 | 1 |
| 26 | HIDALGO CO EMERGENCY MANAGEMENT | 1615 S.Closner Ste. G, Edinburg, Tx | | 1 | |
| 27 | HIDALGO CO EXTENSION SERVICE | 410 N 13TH ST, Edinburg, Tx | | | 1 |
| 28 | HIDALGO CO FACILITY MGMT. OFFICE | 3100 S. Hwy 281, Edinburg, Tx | 2 | | 1 |
| 29 | HIDALGO CO FACILITY MGMT. OFFICE-Carpentry Shop | 219 E Loeb, Edinburg, Tx | | | 1 |
| 30 | HIDALGO CO FIRE MARSHALLS | 1615 S Closner Ste. H, Edinburg, Tx | 1 | | |
| 31 | HIDALGO CO HEALTH & HUMAN SERVICES | 1304 S. 25TH, Edinburg, Tx | 1 | 1 | 1 |
| 32 | HIDALGO CO HEALTH & HUMAN SERVICES | 708 E. Edinburg Ave. Elsa, Tx | | 1 | |
| 33 | HIDALGO CO HEALTH & HUMAN SERVICES | 702 E. Tejano, Hidalgo Tx | | | 1 |
| 34 | HIDALGO CO HEALTH & HUMAN SERVICES | 300 E. Hackberry, McAllen, Tx | | | 1 |
| 35 | HIDALGO CO HEALTH & HUMAN SERVICES | 1903 N FIR, Pharr, Tx | | 1 | |
| 36 | HIDALGO CO HEALTH & HUMAN SERVICES | 1901 N. Bridge, Weslaco, Tx | | 1 | |
| 37 | HIDALGO CO HUMAN RESOURCES | 1615 S. Closner, Ste-F, Edinburg, Tx | 2 | | |
| 38 | HIDALGO CO INDIGENT DEFENSE | 100 N. Closner (Annex Bldg.), Edinburg, Tx | | 1 | |
| 39 | HIDALGO CO INFORMATION TECHNOLOGY DEPT. | 100 E. Cano 4th Floor, Edinburg, Tx | 1 | | 1 |
| 40 | HIDALGO CO INFORMATION TECHNOLOGY DEPT. | 100 N. Closner 1st Floor, Edinburg, Tx | 1 | | |
| 41 | HIDALGO CO JP PCT 1 PL 2-Gilbert Alaniz | 1902 Joe Stephens 302, Weslaco, Tx | | 1 | |
| 42 | HIDALGO CO JP PCT 2 PL 1-Bobby Contreras | 1510 N Jackson Rd, Pharr, Tx | 1 | | |
| 43 | HIDALGO CO JP PCT 2 PL 2- Rosa Trevino | 122 E PARK, Pharr, Tx | 1 | | |
| 44 | HIDALGO CO JP PCT 3 PL 1- Luis J. Garza | 730 Breyfogle St. Suite C, Mission Tx | 1 | | |
| 45 | HIDALGO CO JP PCT 3 PL 2 -Ismael Ochoa | 730 Breyfogle St., Suite A, Mission, Tx | 1 | | |
| 46 | HIDALGO CO JP PCT 4 PL 1-Charlie Espinoza | 212 N. 12th St, Edinburg, Tx | 1 | | |

| | | | | | |
|----|--|--|---|---|---|
| 47 | HIDALGO CO JP PCT 4 PL 2-Mary Alice Palacios | 224 N. 12th Ave. Edinburg, Tx | | 1 | |
| 48 | HIDALGO CO JP PCT 5 PL 1- Speedy Jackson | 708 E. Edinburg Ave., Elsa, Tx | 1 | | |
| 49 | HIDALGO CO JUDGE'S OFFICE | 100 E. Cano 2nd Floor, Edinburg, Tx | 1 | | |
| 50 | HIDALGO CO JUVENILE BOOTCAMP | 1711 NO. Bridge, Weslaco, Tx | 1 | | 1 |
| 51 | HIDALGO CO JUVENILE PROBATION DEPARTMENT | 1001 N. Doolittle Rd., Edinburg, Tx | | 1 | 1 |
| 52 | HIDALGO CO LAW LIBRARY | 100 N. Closner 1st Floor, Edinburg, Tx | | 1 | |
| 53 | HIDALGO CO MASTER COURT 1 | 100 N. Closner 2nd Floor, Edinburg, Tx | | 1 | |
| 54 | HIDALGO CO MASTER COURT 2 | 100 N. Closner 2nd Floor, Edinburg, Tx | 1 | | |
| 55 | HIDALGO CO PCT 1 | 1902 Joe Stephens, Weslaco, Tx | 2 | 1 | |
| 56 | HIDALGO CO PCT 1- Delta Lake Park | 1.5 Mi North, East Side of FM 88, Monte Alto, Tx | 2 | | |
| 57 | HIDALGO CO PCT 1-Sanitation | FM 1015 & M 611 Rd, Progreso, Tx | | | 1 |
| 58 | HIDALGO CO PCT 1-Sunset | FM 1015 N. MILE 11 West, Weslaco, Tx | | | 1 |
| 59 | HIDALGO CO PCT 2- Multi-Purpose Facility | 1429 S. Tower Rd., Alamo, Tx | | 1 | |
| 60 | HIDALGO CO PCT 2-Administration Office | 301 E. State, Pharr, Tx | | | 2 |
| 61 | HIDALGO CO PCT 2-Community Resource Center | 509 E. Earling, San Juan, Tx | 1 | | |
| 62 | HIDALGO CO PCT 3-Anzaldua Park | P.O. Box 607, Mission, Tx | | 1 | |
| 63 | HIDALGO CO PCT 3-Landfill | 3 Miles W. Military Hwy., Mission, Tx | | 1 | 2 |
| 64 | HIDALGO CO PCT 4 | 1102 N. Doolittle Rd., Edinburg, Tx | | 2 | 1 |
| 65 | HIDALGO CO PCT 4-Administration Office | 1051 N. Doolittle Rd., Edinburg, Tx | 1 | | |
| 66 | HIDALGO CO PCT 4-Landfill | 1102 N. Doolittle Rd., Edinburg, Tx | | 1 | |
| 67 | HIDALGO CO PLANNING & HEALTH DEPT. | 1304 S 25th St, Edinburg, Tx | | 1 | |
| 68 | HIDALGO CO PLANNING & HEALTH DEPT. | 1902 Joe Stephen, Weslaco, Tx | | | 1 |
| 69 | HIDALGO CO PLANNING DEPARTMENT-(w/Health Dept.) | 1304 S 25th, Edinburg, Tx | | 1 | |
| 70 | HIDALGO CO PLANNING DEPARTMENT-Substation | 722 Breyfogle Ste. 105, Mission, Tx | | 1 | 1 |
| 71 | HIDALGO CO PROBATE COURT | 100 N. Closner 3rd Floor, Edinburg, Tx | | | 1 |
| 72 | HIDALGO CO PUBLIC DEFENDER'S OFFICE | 100 E. Cano Ste. 206, Edinburg, Tx | | 1 | |
| 73 | HIDALGO CO PURCHASING DEPARTMENT | 2812 S. Business Hwy 281, Edinburg, Tx | 1 | 1 | |
| 74 | HIDALGO CO SAFETY DIVISION | 2818 S. Business Hwy 281, Edinburg, Tx | 1 | | |
| 75 | HIDALGO CO SHERIFF'S OFFICE | 711 El Cibolo, Edinburg, Tx | 2 | 3 | 9 |
| 76 | HIDALGO CO TAX OFFICE-(Main Office) | 2804 S. Business Hwy 281, Edinburg, Tx | 5 | | |
| 77 | HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station) | 509 E. Earling, San Juan, Tx | 1 | | |
| 78 | HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station) | 1902 Joe Stephens, Weslaco, Tx | 1 | | |
| 79 | HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station) | 722 Breyfogle, Ste 104, Mission, Tx | 1 | | |
| 80 | HIDALGO CO TAX OFFICE-Auto License Dept.(Sub-Station) | 300 E. Hackberry, McAllen, Tx | 1 | | |
| 81 | HIDALGO CO TREASURER'S OFFICE | 2810 S. Business Hwy 281, Edinburg, Tx | 1 | | |
| 82 | HIDALGO CO VETERANS SERVICES | 2816 S. Business Hwy 281, Edinburg, Tx | 1 | | |
| 83 | HIDALGO CO WIC CLINIC | 230 N. 86th St. San Carlos, Tx | | | 1 |
| 84 | HIDALGO CO WIC CLINIC | 113 Dawson Dr., Edinburg, Tx | | | 1 |
| 85 | HIDALGO CO WIC CLINIC | 220 Bicentennial, Suite D, Mcallen, Tx | | | 1 |
| 86 | HIDALGO CO WIC CLINIC | 3513 E. Main Ave., Suite 104, Alton, Tx | | | 1 |
| 87 | HIDALGO CO WIC CLINIC | 722 N. Breyfogle, Suite 2-C, Mission, Tx | | | 1 |
| 88 | HIDALGO CO WIC CLINIC | 1900 N. Fir, Pharr, Tx | | 1 | |
| 89 | HIDALGO CO WIC CLINIC | 702 E. Tejano, Hidalgo Tx | | | 1 |
| 90 | HIDALGO CO WIC CLINIC | 301 S. 8th, Donna, Tx | | | 2 |
| 91 | HIDALGO CO WIC CLINIC | 371 E. Expressway 83, Sullivan City, Tx | | 1 | |
| 92 | HIDALGO CO WIC CLINIC | 708 E. Edinburg St., Elsa, Tx | | | 1 |
| 93 | HIDALGO CO WIC CLINIC | 211 S. Schuerback Rd, Mission, Tx | | 1 | |
| 94 | HIDALGO CO WIC CLINIC | 1901 N.Bridge Ave., Weslaco, Tx | | 1 | |
| 95 | HIDALGO CO WIC CLINIC | 3105 E. Richardson, Edinburg, Tx | | | 1 |
| 96 | HIDALGO CO WIC CLINIC | 540 S. Texas Ave., Mercedes, Tx | | | 2 |
| 97 | HIDALGO CO WIC CLINIC | 204 W. 2nd St., La Joya, Tx | | | 1 |

| | | | | | |
|----------------------------------|---|--|-----------|-----------|-----------|
| 98 | HIDALGO CO WIC CLINIC | 300 E. Hackberry, McAllen, Tx | 1 | | 1 |
| 99 | HIDALGO CO WIC CLINIC | 313 E. Business 83, Suite 113, Alamo, Tx | | | 1 |
| 100 | HIDALGO CO WIC CLINIC | 3001 N. 23rd St. Suite 8, McAllen, Tx | | 1 | |
| 101 | HIDALGO CO WIC CLINIC | 1429 S. Tower Rd., Alamo, Tx | | | 1 |
| 102 | HIDALGO CO WIC CLINIC | 926 W. Sam Houston-Suite 3, Pharr, Tx | | | 1 |
| 103 | HIDALGO CO WIC CLINIC | 509 E. Earling, San Juan, Tx | | 1 | |
| 104 | HIDALGO CO WIC CLINIC | 417 S. Oregon Ave., Weslaco, Tx | | 1 | |
| 105 | HIDALGO CO WIC CLINIC | 3519 W. Main Ave. - Suite B, Alton, Tx | | | 1 |
| 106 | HIDALGO CO WIC CLINIC | 1505 N. Grant St.-Suite 1 & 2, Roma, Tx | | 1 | |
| 107 | HIDALGO CO WIC CLINIC | 604 N. Garza, Rio Grande City, Tx | | 1 | |
| 108 | HIDALGO CO WIC CLINIC (Administration Office) | 3105 W. University Dr., Edinburg, Tx | | 1 | 1 |
| 109 | HIDALGO CO WIC CLINIC (Las Milpas) | 7013 S. Cage-Suite F, Pharr, Tx | | | 1 |
| TOTAL OF WATER DISPENSERS | | | 58 | 48 | 55 |

TERMS & CONDITIONS:

- 1) **CONTRACT TERM:** The Contract term shall remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
- 2) The vendor who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.
- 3) Any contract award to a successful bidder will be in effect until (a) the contract expires; (b) delivery and acceptance of products, and/or performance of services ordered; or (c) terminated by County with thirty day's written prior to cancellation.
- 4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 5) After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- 6) **SUBMITTAL OF INVOICES:** Vendor (s) must submit an invoice to each County department user. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The vendor (s) shall provide the following on each invoice:
 - a) County department name and invoice & account number;
 - b) Purchase Order number;
 - c) Description and unit price for each item and total cost per line item and grand total of each invoice.
- 7) **PURCHASE ORDERS:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department.
- 8) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.
- 9) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
- 10) Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County.
- 11) After bid awarded and low bidder(s) default(s) in meeting all specifications 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.

- 12) Delivery of **BOTTLED WATER SERVICE** will be to various Hidalgo County agencies as covered by purchase order only. Contractor is to provide water dispensing units on a rental basis as requested by the user department in any County office.
- 13) **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".
- 14) 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.
- 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.
 - 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.
 5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 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 by NO LATER THAN, March 30 2010, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail **by no later than, April 01, 2010, 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

VENDOR must enter all required pricing on this form.

| <u>PART-I</u> | |
|--|----|
| Drinking and/or Spring Water 5 - Gallon Bottles | |
| Drinking Water | \$ |
| Spring Water | \$ |
| 16 oz. (_____ bottles / per case) | \$ |
| 20 OZ (_____ bottles/per case) | \$ |

| <u>PART-II</u> | | |
|-------------------------------------|----|---|
| WATER DISPENSERS | | |
| MONTHLY DISPENSER RENTAL | | |
| Room Temperature | \$ | Approximate Size: height _____ width _____ weight _____ depth _____ |
| Cold | \$ | Approximate Size: height _____ width _____ weight _____ depth _____ |
| Hot/Cold | \$ | Approximate Size: height _____ width _____ weight _____ depth _____ |
| OPTIONAL SUPPLIES | | |
| 4 oz. Conical Drinking Cups | \$ | |
| 4.5 oz. Conical Drinking Cups | \$ | |
| 8.5 fl. oz. Insulated Beverage Cups | \$ | |
| Adjustable Water Cup Dispensers | \$ | |

(This page must be submitted with bid)

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

ACKNOWLEDGEMENT FORM

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(This page must be submitted with bid)

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 | | |
| INSURED | | 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 | GENERAL LIABILITY | | | | 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 | \$ |
| B | AUTOMOBILE LIABILITY | | | | 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 | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY EA ACCIDENT | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY EA ACC AGG | \$ |
| | | | | | | \$ |
| C | EXCESS LIABILITY | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STAT: <input type="checkbox"/> OTHER | |
| | | | | | YORLY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE-POLICY LIMIT | \$ |
| | OTHER | | | | | |

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 Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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 |

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"

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity | | FORM CIQ |
|---|---|-----------------|
| <p>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).</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> | OFFICE USE ONLY Date Received | |
| 1 Name of person who has a business relationship with local governmental entity. | | |
| 2 <input type="checkbox"/> 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| D. Describe each employment or business relationship with the local government officer named in this section. | | |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div> | | |
| 4 | | |

*copied 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)

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:

(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/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.

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

| | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |
| OR | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |

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 ¹ | Generally, exempt recipients 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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. 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 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 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 ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 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 |

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 with BID TABULATION SHEET

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

VENDOR must enter all required pricing on this form.

| PART-I | |
|--|---------|
| Drinking and/or Spring Water 5 - Gallon Bottles | |
| Drinking Water | \$ 3.15 |
| Spring Water | \$ 3.75 |
| 16 oz. (24 bottles / per case) | \$ 6.00 |
| 20 OZ (24 bottles/per case) | \$ 7.00 |

| PART-II | | |
|-------------------------------------|------------------|--|
| WATER/DISPENSERS | | |
| MONTHLY DISPENSER RENTAL | | |
| Room Temperature | \$ 2.50 | Approximate Size: height 37in width 12in weight 40lbs depth 12in |
| Cold | \$ 2.50 | Approximate Size: height 37in width 12in weight 40lbs depth 12in |
| Hot/Cold | \$ 3.50 | Approximate Size: height 37in width 12in weight 40lbs depth 12in |
| OPTIONAL SUPPLIES | | |
| 4 oz. Conical Drinking Cups | \$ 3.00 | |
| 4.5 oz. Conical Drinking Cups | \$ not available | |
| 8.5 fl. oz. Insulated Beverage Cups | \$ 3.00 | |
| Adjustable Water Cup Dispensers | \$ no charge | |

OPENED

9:55am

APR 07 2010

Witnessed

(This page must be submitted with bid)




EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

ACKNOWLEDGEMENT FORM

COMPANY NAME: Valley Bottle Water LLC
ADDRESS: 109 N. Fm 509
CITY/STATE/ZIP CODE: Harlingen, Tx 78550
PHONE NUMBER: (956) 423-2107 / 1-800-964-4907
FAX NUMBER: (956) 428-16615
CELLULAR NUMBER: (956) 357-5932
AUTHORIZED SIGNATURE: Martin Hernandez
PRINTED NAME: Martin Hernandez
TITLE: General (Branch) Manager
DATE: 4/2/10

(This page must be submitted with bid)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: APRIL 07, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "BOTTLED WATER SERVICES"

BID NO:2010-005-04-07-SMA

BUYER: SANDRA MONTALVO

PARTICIPATING VENDORS

1) VALLEY BOTTLE WATER, LLC

PART- I Drinking and or Spring Water

| | |
|--------------------------|----------------|
| Drinking Water | \$ 3.15 |
| Spring Water | \$ 3.75 |
| 16 oz -- 24 bottles/case | \$ 6.00 |
| 20 oz -- 24 bottles/case | \$ 7.00 |

PART- II Water Dispensers Monthly Rental Fees

| | | |
|------------------|----------------|-----------------------------------|
| Room Temperature | \$ 2.50 | Height: 37 in. Weight: 12 lbs. |
| Cold | \$ 2.50 | Height: 37 in. Weight: 12 lbs. |
| Hot/Cold | \$ 3.50 | Height: 37 in. Weight: 12 lbs. |

OPTIONAL SUPPLIES

| | |
|-------------------------------------|---------------------|
| 4 oz. Conical Dinking Cups | \$ 3.00 |
| 4.5 oz. Conical Drinking Cups | \$ n/a |
| 8.5 fl. oz. Insulated Beverage Cups | \$ 3.00 |
| Adjustable Water Cup Dispenser | \$ no charge |

2)

PART- I Drinking and or Spring Water

| | |
|---------------------|-----------|
| Drinking Water | \$ |
| Spring Water | \$ |
| 16 oz- bottles/case | \$ |
| 20 oz bottles/case | \$ |

PART- II Water Dispensers Monthly Rental Fees

| | | |
|------------------|-----------|--------------------|
| Room Temperature | \$ | Height: Weight: |
| Cold | \$ | Height: Weight: |
| Hot/Cold | \$ | Height: Weight: |

OPTIONAL SUPPLIES

| | |
|-------------------------------------|-----------|
| 4 oz. Conical Dinking Cups | \$ |
| 4.5 oz. Conical Drinking Cups | \$ |
| 8.5 fl. oz. Insulated Beverage Cups | \$ |
| Adjustable Water Cup Dispenser | \$ |

3)

PART- I Drinking and or Spring Water

| | |
|--------------------|-----------|
| Drinking Water | \$ |
| Spring Water | \$ |
| 16 oz bottles/case | \$ |
| 20 oz bottles/case | \$ |

PART- II Water Dispensers Monthly Rental Fees

| | | |
|------------------|-----------|--------------------|
| Room Temperature | \$ | Height: Weight: |
| Cold | \$ | Height: Weight: |
| Hot/Cold | \$ | Height: Weight: |

OPTIONAL SUPPLIES

| | |
|-------------------------------------|-----------|
| 4 oz. Conical Dinking Cups | \$ |
| 4.5 oz. Conical Drinking Cups | \$ |
| 8.5 fl. oz. Insulated Beverage Cups | \$ |
| Adjustable Water Cup Dispenser | \$ |

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2010

PRODUCER
Joe N. Pratt Insurance
P.O. Box 3708
Victoria TX 77903
(361) 576-2186

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

INSURED
VALLEY BOTTLE WATER, LLC
1401 S. Padre Island Dr.
Corpus Christi, Tx 78416

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|--------------------------------|--------|
| INSURER A: | STATE AUTO INSURANCE (A+) | |
| INSURER B: | TEXAS MUTUAL INSURANCE COMPANY | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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

| INSR ADD'L LTD INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PBP2518473-01 | 04/01/2010 | 04/01/2011 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab. End't #CA0001 | BAP2249782-01 | 04/01/2010 | 04/01/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | PBP2518473-01 | 04/01/2010 | 04/01/2011 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | TSF-0001142873-2010 | 04/01/2010 | 04/01/2011 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 BLANKET WAIVER OF SUBROGATION, #CG2404 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED, #CG2026 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED INCL PRIMARY & NON-CONTRIBUTORY, #SL1023 ATTACHED TO THE GENERAL LIABILITY POLICY AS PER WRITTEN CONTRACT. BLANKET ADD'L INSURED-VENDORS, #CG2015 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED AND BLANKET WAIVER OF SUBROGATION ATTACHED TO THE BUSINESS AUTO AS REQUIRED BY WRITTEN CONTRACT. BLANKET WAIVER OF SUBROGATION ATTACHED TO THE WORKERS COMPENSATION POLICY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUS HWY 83
EDINBURG TX 78539

CANCELLATION

AI 008790

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

Joe N. Pratt