AI-24188 **6.D.**

Claim of Juan C. Valdivia

CC REGULAR

Date:	12/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Juan C. Valdivia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/30/2010 04:25 PM	APRV
2	Auditor's Office	Linda Fong	12/03/2010 02:37 PM	APRV
3	Purchasing Department	Marty Salazar	12/03/2010 02:50 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/30/2010 04:06 PM

Final Approval Date: 12/03/2010

AI-24273 **6.E.**

Cause No. C-3642-10-H; Luis Padilla & Sonia Padilla v. Estanislao Martinez in the 389th DC

CC REGULAR

Date:	12/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Constable Pct. 3
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-3642-10-H; Luis Padilla & Sonia Padilla v. Estanislao Martinez in the 389th District Court

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 02:58 PM	APRV
2	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Monica Badillo Started On: 12/03/2010 02:47 PM

Final Approval Date: 12/03/2010

AI-24189 **7.D.**

Claim of Juan C. Valdivia

CC REGULAR

Date:	12/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Juan C. Valdivia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/30/2010 04:25 PM	APRV
2	Auditor's Office	Linda Fong	12/03/2010 02:37 PM	APRV
3	Purchasing Department	Marty Salazar	12/03/2010 02:50 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/30/2010 04:07 PM

Final Approval Date: 12/03/2010

AI-24274 **7.E.**

Cause No. C-3642-10-H; Luis Padilla & Sonia Padilla v. Estanislao Martinez in the 389th DC

CC REGULAR

Date:	12/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-3642-10-H; Luis Padilla & Sonia Padilla v. Estanislao Martinez in the 389th District Court

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 02:58 PM	APRV
2	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Monica Badillo Started On: 12/03/2010 02:48 PM

Final Approval Date: 12/03/2010

AI-24191 **10.B.**

Settlement Check from United Automobile Insurance Services

CC REGULAR

Date:	12/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from United Automobile Insurance Services in the amount of $617.87 for an auto accident with a County vehicle-(Precinct 3).

BACKGROUND

DOL: 08/10/10

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/30/2010 04:26 PM	APRV
2	Erika Zamora	Erika Zamora	12/03/2010 10:07 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 02:38 PM	APRV
4	Purchasing Department	Marty Salazar	12/03/2010 02:51 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/30/2010 04:12 PM

Final Approval Date: 12/03/2010

AI-24213 **11.A.**

Fuel Reimbursement

CC REGULAR

Date: 12/07/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement for Sergeant Ricardo Arredondo and Sergeant Robert Rangel in the amount of $ 61.44 and $80.90 respectively. Reimbursement is being requested due to both Sergeants paying for the cost of fuel from their own pocket after Comdata cards were declined at pump.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-421-00-280-001-0-626
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:
Funding available as of 12-2-10.

Attachments

Link: Fuel Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/01/2010 12:24 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 02:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/02/2010 10:15 AM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:19 PM	APRV

Form Started By: Myra Montoya
Started On: 12/01/2010 12:06 PM

Final Approval Date: 12/03/2010

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **ROBERT RANGEL** , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
180953	**October 15, 2010**	**$80.90**	**STRIPES**

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Robt Rgl

TITLE: **SERGEANT**

PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared **ROBERT RANGEL** and on his/her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
Notary Public In and For the State of Texas

Approval of Department Head

Approval of County Auditor

WELCOME TO
STRIPES 791
801 N. CLOSNER BLVD.
EDINBURG TEXAS 78539
TP48570513-001 STRIPES 7791
801 N CLOSNER BLVD
EDINBURG TX 78541

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #01	21.370G	54.90
	@ 2.569/ G	
UNLD CA #04	10.120G	26.00
	@ 2.569/ G	
Sub Total		80.90
Tax		0.00
TOTAL		**80.90**
DEBIT	$	80.90

CARD TYPE: DEBIT
CARD NAME: RANGEL/ROBERT.MR
ACCT NUMBER: XXXXXXXXXXXX2109
TRANS TYPE: SALE
APPROVAL: 587400 INVOICE: 180953
AMOUNT: $ 80.90

APPROVED 587400
****

THANKS, COME AGAIN
REG# 0003 CSH# 005 DR# 01 TRAN# 35965
10/15/10 12:34 ST# 7791

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **RICARDO ARREDONDO** , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
15442	**October 8, 2010**	**$61.44**	**TA TRAVELCENTER #235**

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: **SERGEANT**
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared **RICARDO ARREDONDO** and on his/her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

---

028 Dawn Store: 0235
Register # 21. Receipt#:15442

CUSTOMER COPY

Fri Oct 08 2010 09:05:01

Pump # 14 **FUEL**
23.108 Gallons @ $2.659 PPU
UNLEAD $61.44
000000001007

Subtotal	$61.44
Tax Total	$0.00
Total	$61.44
VISA CARD	$61.44

TOTAL AMOUNT = $61.44

VISA
ACCOUNT#: XXXXXXXXXXXX5101

AUTHORIZATION # 057528
REF # 791451

DATE: 10-08-10 TIME: 09:16:02

PLEASE COME AGAIN!

Thank you
Questions or Comments?
Site Manager: 956-383-0788
District Manager Cell: 210-289-9021

Unit #385
mil. 79,481
I. Torr.

Unit #385
mil - 79,481
I. Torres #1963
LPS - 104-1521

Items 1

AI-24270 **12.A.**

LZ:RGV Operation Welcome Home

CC REGULAR

Date:	12/07/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and possible action regarding LZ: RGV Operation Welcome Home, A Living Tribute for our South Texas Vietnam Veterans.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 02:56 PM	APRV
2	Roland Garcia	Rolando Garcia	12/03/2010 04:50 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Erika Reyna — Started On: 12/03/2010 02:19 PM

Final Approval Date: 12/03/2010

AI-24272 **12.B.**

Auditing of DD Finances by County Auditor

CC REGULAR

Date:	12/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Discussion regarding a proposal for the County Auditor to conduct a financial audit of the Drainage District finances
2. Discussion regarding a proposal for the County Auditor to process & audit the Drainage District Financial Invoices

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 02:57 PM	APRV
2	Roland Garcia	Rolando Garcia	12/03/2010 04:50 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 12/03/2010 02:34 PM	
Final Approval Date: 12/03/2010				

AI-24200 **14.A.**

Wireless Device Request
CC REGULAR

Date: 12/07/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Hidalgo County Departments:
1. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Emp #:	Service Total:	Equipment Total:
1	Cell Phone	Planning Dept.	Raul Sesin 101796	Nationwide Talk Unlimited Anytime Mins. @ $57.39 + Unlimited Text/Data Plan @ $41.99 + Taxes & Fees @$5.00 = $104.38/mo	One Time Charge for LG Ally @ $49.99 + Car Charger @ $24.99 = $74.98
1	Cell Phone	Tax Office	Paul Villarreal 01438	Nationwide Talk & Text Unlimited Anytime Mins. @ $72.89 + Taxes & Fees @$5.00 =77.89/mo	$0
1	Cell Phone	Const. Pct. 3	Miguel Zamora 024821	Nationwide Talk Small Business Share 1400 Mins @ $28.53 + Taxes & Fees @ $5.00 = $33.53/mo	$0
1	Cell Phone	Const. Pct. 3	Rodolfo Trevino 182052	Nationwide Talk Small Business Share 1400 Mins @ $28.53 + Taxes & Fees @ $5.00 = $33.53/mo	$0
1	Cell Phone	Const. Pct. 3	Ruben Salinas 114596	Nationwide Talk Small Business Share 1400 Mins @ $28.53 + Taxes & Fees @ $5.00 = $33.53/mo	$0

2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-293-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$100.59 Available funds in Req. #185703 as of 12/03/10
No equipment charge.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-15-140-001-0-532
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$7,488.37 Available funds in Req.#185827 as of 12/03/10
No equip. charge

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-10-210-001-0-532/619
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$Available funds in Req. #185817 as of 12/03/10

Attachments

Link: Const.Pct.3

Link: Planning

Link: tax office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	12/02/2010 08:31 AM	APRV
2	Erika Zamora	Erika Zamora	12/03/2010 10:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 03:06 PM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:22 PM	APRV
5	Dina Trevino		12/03/2010 05:15 PM	PEND

Form Started By: Griselda Salazar Started On: 12/01/2010 10:22 AM

Final Approval Date: 12/03/2010

Requisition

Req # 00185703

PO #

Date: 11/29/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No: DIR-SDD-604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR CELLULAR PHONES FOR DEPUTY CONSTABLES RUBEN SALINAS, RODOLFO TREVINO, AND MIGUEL ZAMORA. DO NOT DUPLICATE ORDER		
3.00	EACH	NATIONWIDE TALK SMALL BUSINESS SHR 1400 MINUTES FOR THREE LINES	28.53	85.59
3.00	EACH	TAXES AND FEES	5.00	15.00
		Account No	Encumbrance	
		0-1100-421-00-293-001-0-532	100.59	
			Freight	.00
			Total	100.59
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: MIGUEL ZAMORA Employee ID# 024821 Signature: _____

DEPARTMENT: CONSTABLE PRECINCT 3 DEPT #: 293

Quantity: 1

Service: $ 28.52 /mo (x) 1 months = $28.52 Account: 0-1100-421-00-293-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $28.52 **Requisition Number:** 185703

(3) Elected Official/Department Head Authorization for Request:

Horaldo Sanchez | HORALDO SANCHEZ | 11/29/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 1400 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: RODOLFO TREVINO Employee ID# 182052 Signature: _____

DEPARTMENT: CONSTABLE PRECINCT 3 DEPT #: 293

Quantity: 1

Service: $ 28.52 /mo (x) 1 months = $28.52 Account: 0-1100-421-00-293-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $28.52 **Requisition Number:** 185703

(3) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
Horaldo Sanchez	HORALDO SANCHEZ	11/29/10

(4) **Executive Office Authorization:**

Signature	Print Name	Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 1400 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: RUBEN SALINAS Employee ID# 114596 Signature: _____

DEPARTMENT: CONSTABLE PRECINCT 3 DEPT #: 293

Quantity: 1

Service: $ 28.52 /mo (x) 1 months = $28.52 Account: 0-1100-421-00-293-001-0-532

Service: $ _____/mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $28.52 **Requisition Number:** 185703

(3) Elected Official/Department Head Authorization for Request:

Horaldo Sanchez — HORALDO SANCHEZ — 11/29/10

Signature | Print Name | Date

(4) Executive Office Authorization:

_____ _____ _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 400 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
76928	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400 S5333 $80 0509	1	$65.60	1,400	$0.35	$65.60	$787.20
76929	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400 S5333 $9.99 0509	2	$9.99	0	$0.00	$19.98	$239.76
			$0.00	0	$0.00	$0.00	$0.00
	Total	3	$75.59	1400		$85.58	$1,026.96

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,026.96**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	3	$0.00	$0.00
			$0.00
			$0.00
Total	3	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universa Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardliess of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

Requisition

Req # 00185817

PO #

Date: 11/30/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req#115

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Switched from Pocket to Verizon-Need Cellular Phone for Raul E. Sesin, Planning Administrator; For Dec. 2010 DO NOT DUPLICATE ORDER		
1.00	MONTH	Nationwide Talk Unlimited anytime minutes(Product Class #91575)	57.39	57.39
1.00	MONTH	Unlimited Text-$12.00 and Data Plan-$29.99 = $41.99 and $5.00 for Federal Taxes and fees for the month of Dec. 2010(Product Class #91575)	46.99	46.99
1.00	EACH	Ally LG cellular phone-$49.99 and car charger-$24.99 = $74.98 (Product Class #83935)	74.98	74.98
		Account No	Encumbrance	
			Freight	.00
			Total	179.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 239-2105

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Raul E. Sesin Employee ID# 101796 Signature: _____

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $99.38 /mo (x) 1 months = $99.38 Account: 0-1100-419-10-210-001-0-532

Service: $74.98 mo (x) 1 months = $74.98 Account: 0-1100-419-10-210-001-0-619/664

Requisition Total: $179.36 **Requisition Number:** 185817

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	RAUL E. SESIN	11/30/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**
☒ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
83233	NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	1	$57.39	Unlimited	$0.00	$57.39	$688.68
			$9.99	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
	Total	1	$67.38	0		$57.39	$688.68

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	Unlimited Text	1	$12.00	$12.00	$12.00
	Data Plan	1	$29.99	$29.99	$29.99
		0	$0.00	$0.00	$0.00
	Total		$41.99	$41.99	$41.99

Rate Plan & Feature Estimated Yearly Cost: $730.67

Device	# of Lines	Cost per Unit	Total
LG Ally™	1	$49.99	$49.99
			$0.00
			$0.00
Total	1	$49.99	$49.99

Accessory	# of Lines	Cost per Unit	Total
Car Charger	1	$24.99	$24.99
Holster	1	$14.99	$14.99
			$0.00
Total	2	$39.98	$39.98

Equipment Estimated Cost: $89.97

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surchases and Fees below for additional details

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat 25% discount off of the retail price for accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

Requisition

Req # 00185827

PO #.

Date: 11/30/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: PAUL VILLARREA
956-289-7472

Contract No:

Special Instructions:
C-221

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS DIR CONTRACT: NO. DIR-SDD-604 FOR WIRELESS VOICE & DATE SERVICES AND EQUIPMENT DO NOT DUPLICATE ORDER		
1.00	MONTH	CODE: 83234 NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99 0110 DISCOUNTED MONTHLY ACCESS $72.89 YEARLY COST $874.68 PHONE SERVICE FOR PABLO (PAUL) VILLARREAL (CHIEF OF OPERATIONS)	72.89	72.89
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-532	72.89	
			Freight	.00
			Total	72.89
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Pablo (Paul)Villarreal Employee ID# 01438 Signature: _____

DEPARTMENT: Tax Office DEPT #: 140

Quantity: 1

Service: $ 72.89 /mo (x) 1 months = $72.89 Account: 0-1100-415-15-140-001-0--532

Service: $ _____/mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $72.89 **Requisition Number:** 185827

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	ARMANDO BARRERA JR, TAX A/C	12/1/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☒ **VERIZON Talk Unlimited Anytime Minutes** + Unlimited Texts _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
83234	NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99 0110	1	$72.89	Unlimited	$0.00	$72.89	$874.68
		0	$0.00	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
	Total	1	$72.89	0		$72.89	$874.68

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$874.68**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	1	$0.00	$0.00
			$0.00
			$0.00
Total	1	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universa Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

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AI-24253 **14.B.**

Wireless Device Request
CC REGULAR

Date: 12/07/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Budget & Management and Facilities Management:
1. Authorization to purchase cell phones through the County's membership/participation (CONTRACT# DIR-SDD-604, Req# 185799) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Emp #:	Service Total:	Equip. Total:
1	Cell Phone	Budget & Mgmt.	Adolfo Trevino 125113	State of TX Local Digital Choice 500 Mins @$31.99 + Taxes&Fees @$5.00 = $36.99/mo	$0
1	Cell Phone	Facilities Mgmt.	David Perales 176087	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Miguel Cruz 095117	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Javier Adame 099562	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Richard Sunday 175781	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Domingo Villalpando 052639	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Rogelio Salinas 137995	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Irene Cantu 018902	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Daniel Flores 101788	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Mario Montez 085413	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Javier Palacios 139165	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	David Martinez 058092	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Roel Guerra 148679	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Noe Garcia 167045	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Arturo Robledo 177172	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Juan C. Razo 157767	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Saul Ramos 149276	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Pablo Herrera 167991	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0

1	Cell Phone	Facilities Mgmt.	Silvestre Rubio 149071	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Joe Chavarria 167037	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Seferino Garza 144584	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Danny Guerra 089567	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Manuel Garcia 089532	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Reynaldo Garcia 173649	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
1	Cell Phone	Facilities Mgmt.	Office Use	Nationwide Talk Small Business 10000 Mins @$27.85 + Taxes&Fees @$5.00 = $32.85/mo	$0
2	GPS	Facilities Mgmt	Will be Rotating Cell Phones	Field Force Manager Limited @ $19.99/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available through Requisition# 185799 in the amount of $828.38 as of 12/3/10 for Verizon Wireless.

Attachments

Link: Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 12:59 PM	APRV
2	Erika Zamora	Erika Zamora	12/03/2010 05:09 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Griselda Salazar Started On: 12/02/2010 02:27 PM

Final Approval Date: 12/03/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: David Perales Employee ID# 176087 Signature:

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: 519/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature: Rick Sunday Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: Valde Cuevas Print Name: Valde Cuevas Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10000 minutes **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Miguel Cruz Employee ID# 095117 Signature: Mike Cruz

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: 519/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature: Rick Sunday Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: Valde Guerra Print Name: Valde Guerra Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Javier Adame Employee ID# 099562 Signature: for J. Adame (out temporarily on FMLA)

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: -619/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Cuevas Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Richard M. Sunday Employee ID# 175781 Signature: Richard M. Sunday

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: /19/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Valde Guerra Print Name 12/3/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Doming Villalpando Employee ID# 052639 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted] 019/664

Requisition Total: $828.38 **Requisition Number:** 185499

(3) Elected Official/Department Head Authorization for Request:

[signature] Signature | Rick Sunday Print Name | 12/2/10 Date

(4) Executive Office Authorization:

[signature] Signature | Valde Guerra Print Name | 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Rogelio Salinas Employee ID# 137995 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted]-619/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

[signature] Dick Sunday 12/2/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 12/3/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Irene Cantu Employee ID# 018902 Signature: Irene Cantu

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $) /mo (x) months = Account:)-619/664

Requisition Total: $828.38 **Requisition Number:** 185798

(3) Elected Official/Department Head Authorization for Request:

Signature Valde Guerra 12/3/10
Print Name Date

(4) Executive Office Authorization:

Signature Valde Guerra 12/3/10
Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Daniel Flores Employee ID# 101788 Signature:

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: -619/664

Requisition Total: $28.38 **Requisition Number:** 185499

(3) Elected Official/Department Head Authorization for Request:

Signature Valde Guerra Print Name 12/3/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Mario Montez Employee ID# 085413 Signature: Mario Montez

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted] /664

Requisition Total: $828.38 **Requisition Number:** 185795

(3) Elected Official/Department Head Authorization for Request:

Signature: [signature] Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: [signature] Print Name: Valde Guerra Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10000 minutes **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Javier Palacios Employee ID# 139165 Signature:

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: -619/664

Requisition Total: $28.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: David Martinez Employee ID# 058092 Signature: David I Mtz

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: /664

Requisition Total: $28.38 **Requisition Number:** 185499

(3) Elected Official/Department Head Authorization for Request:

Signature: Rick Sunday Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: [signature] Print Name: Valde Guerra Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roel A. Guerra Employee ID# 148679 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted] 19/664

Requisition Total: $ 828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

[signature] Signature | Rick Sunday Print Name | 12/2/10 Date

(4) Executive Office Authorization:

[signature] Signature | Valde Guerra Print Name | 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Noe Garcia Employee ID# 167045 Signature:

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: 19/664

Requisition Total: $828.38 **Requisition Number:** 185499

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Arturo Robledo Employee ID# 177172 Signature: Arturo Robledo Jr.

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: [redacted]9/664

Requisition Total: $928.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Gurnday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Juan Carlos Razo Employee ID# 157767 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: [redacted] 519/664

Requisition Total: $828.38 **Requisition Number:** 185199

(3) Elected Official/Department Head Authorization for Request:

[signature] Signature | Rick Sunday Print Name | 12/2/10 Date

(4) Executive Office Authorization:

[signature] Signature | Valde Guerra Print Name | 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Saul Ramos Employee ID# 149276 Signature: Saul Ramos

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: /664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature: Rick Sunday Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: Valde Guerra Print Name: Valde Guerra Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Pablo Herrera Employee ID# 167991 Signature: Pablo Herrera

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted] 9/664

Requisition Total: $825.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature: [signature] Print Name: Rick Sunday Date: 12/2/10

(4) Executive Office Authorization:

Signature: [signature] Print Name: ~~Pablo Herr.~~ Valde Guerra Date: 12/3/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Silvestre Rubio Employee ID# 149071 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: /664

Requisition Total: $828.38 **Requisition Number:** 185499

(3) Elected Official/Department Head Authorization for Request:

[signature] Rick Sunday 12/2/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 12/3/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Joe Chavarria Employee ID# 167037 Signature:

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ [redacted] /mo (x) [redacted] months = [redacted] Account: [redacted] 9/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guevara Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Seferino Garza Employee ID# 144584 Signature: Seferino Garza

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ mo (x) months = Account: 19/664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/7/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Danny Guerra Employee ID# 089567 Signature: Danny Guerra

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: /664

Requisition Total: $828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Manuel Garcia Employee ID# 089532 Signature: Manuel Garcia

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) 1 months = Account: [redacted] 619/664

Requisition Total: $ 828.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Reynaldo Garcia Employee ID# 173649 Signature: Signed for Rey

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $ 27.85 /mo (x) 1 months = $27.85 Account: 0-1100-41940-220-001-0-532

Service: $ /mo (x) months = Account: 664

Requisition Total: $28.38 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature Rick Sunday Print Name 12/2/10 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 10,000 minutes **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

GPS

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: OFFICE USE Employee ID#_____ Signature:_____

DEPARTMENT: FACILITIES MGMT. DEPT #:_____

Quantity: 2

Service: $ 19.99 /mo (x) 1 months = $39.98 Account: 0-1100-419-40-220-001-0-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-619/664

Requisition Total: $39.98 **Requisition Number:** 185799

(3) Elected Official/Department Head Authorization for Request:

Signature | Valde Guerra (Print Name) | 12/3/10 (Date)

(4) Executive Office Authorization:

Signature | Valde Guerra (Print Name) | 12/3/10 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ ___ FIELD FORCE MANAGER LIMITED (GPS) -or-

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77663	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 10000 $5341 $35 0509	1	$438.70	10,000	$0.35	$438.70	$5,264.40
77668	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 10000 $5341 $9.99 0509	23	$9.99	0	$0.00	$229.77	$2,757.24
			$0.00	0	$0.00	$0.00	$0.00
	Total	24	$448.69	10000		$668.47	$8,021.64

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	Field Force Manager Limited	2	$19.99	$39.98	$39.98
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$19.99	$39.98	$39.98

Rate Plan & Feature Estimated Yearly Cost:

$8,061.62

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	24	$0.00	$0.00
			$0.00
			$0.00
Total	24	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost:

$0.00

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-606 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 08/02/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat 25% discount off of the retail price for accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in effect at the time of purchase. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

AI-24245 **14.C.**

Wireless Device Request
CC REGULAR

Date: 12/07/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Information Tech.:
1. Authorization to purchase cell phone's through the County's membership/participation (CONTRACT# DIR-SDD-604, Req# 185459) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Empl #:	Service Total:	Equipment Total:
1	Cell Phone	Info. Tech.	Jose Alvarez 163767	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Juan De Leon 087815	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Valdemar Gracia 164275	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Roberto Vela 176311	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Jorge Helu 176028	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Luis Izaguirre 149063	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Carlos Garcia 122475	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Jakim Barboza 161675	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Kevin Le 176656	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
1	Cell Phone	Info. Tech.	Noah Lopez 172588	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0
2	Cell Phone	Info. Tech.	Office Use	Nationwide Talk & Text Small Business 4000 Mins @$30.44 + Taxes&Fees @$5.00 = $35.44/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available through Requisition#185459 in the amount of $425.28 as of 12/3/10 for Verizon Wireless.

Attachments

Link: Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	12/02/2010 11:39 AM	APRV
2	Erika Zamora	Erika Zamora	12/03/2010 05:05 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Griselda Salazar Started On: 12/02/2010 11:02 AM

Final Approval Date: 12/03/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JOSE ALVAREZ Employee ID# 163767 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $30.44 /mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JUAN DE LEON Employee ID# 087815 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $30.44 mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $405.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: VALDEMAR GRACIA Employee ID# 164275 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $ 30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: ROBERTO VELA Employee ID# 176311 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $30.44 /mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 MINUTES **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JORGE HELU Employee ID# 176028 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $30.44 /mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ Print Name	11/22/10 Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA Print Name	12/3/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 MINUTES **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: LUIS IZAGUIRRE Employee ID# 149063 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: CARLOS GARCIA Employee ID# 122475 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $ 30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JAKIM BARBOZA Employee ID# 161675 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $ 30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: KEVIN LE Employee ID# 176656 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **MINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: NOAH LOPEZ Employee ID# 172588 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 30.44 /mo (x) 1 months = $ 30.44 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 MINUTES **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: OFFICE USE Employee ID# N/A Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 2

Service: $ 60.88 /mo (x) 1 months = $ 60.88 Account: 0-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 425.28 **Requisition Number:** 185459

(3) Elected Official/Department Head Authorization for Request:

Signature	RENAN RAMIREZ	11/22/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	VALDE GUERRA	12/3/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 **IINUTES** **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

AI-24241 **14.D.**

Wireless Device Request
CC REGULAR

Date: 12/07/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Commissioner Pct. #3:
1. Authorization to purchase cell phones through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Emp #:	Service Total:	Equipment Total:
1	Cell Phone	Pct. 3 Admin	Daniel Hernandez 103608	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	David Henry 170828	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Marcela Garza 103349	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Enrique Chavez 088471	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Gilberto Cavazos 106038	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Saul Ramirez 051527	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Norma Parras 122335	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Admin	Sabas Sandoval 143847	Nationwide Talk Small Business Share 4000 Plan @$ 26.19 + Taxes&Fees @$5.00 = 31.19/mo	$0
1	Cell Phone	Pct. 3 Parks	Sergio Saenz 069442	Nationwide Talk Small Business Share 1400 Plan @$28.53 + Taxes&Fees @$5.00 = $33.53/mo	$0
1	Cell Phone	Pct. 3 Parks	Edurado Martinez 084891	Nationwide Talk Small Business Share 1400 Plan @$28.53 + Taxes&Fees @$5.00 = $33.53/mo	$0
1	Cell Phone	Pct. 3 Parks	George O'Cana 133493	Nationwide Talk Small Business Share 1400 Plan @$28.53 + Taxes&Fees @$5.00 = $33.53/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-004-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in Requisition #185741 as of 12/3/10 is $249.52.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-532

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in Requisition #185741 as of 12/3/10 pending CC approval of AI - 24246 is $67.06.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-123-008-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in Requisition #185741 as of 12/3/10 is $38.53.

Attachments

Link: Pct. #3 Parks

Link: Pct. #3 R&B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/02/2010 10:46 AM	APRV
2	Perla Lopez	Perla Lopez	12/03/2010 04:48 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Griselda Salazar Started On: 12/02/2010 09:31 AM

Final Approval Date: 12/03/2010

Requisition

Req # 00185741

PO #

Date: 11/29/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: GEORGE/SERGIO
956-585-4509

Contract No: C-DIR/SDD/604

Special Instructions:
REQ. 2531

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED BY GEORGE OCANA/SERGIO SAENZ		
		DO NOT DUPLICATE ORDER		
2.00	EACH	Nationwide Talk Small Business Share 1400 Plan	28.53	57.06
		GEORGE OCANA AND EDDIE MARTINEZ PHONE AT THE LANDFILL		
		SERGIO SAENZ PARK DIRECTOR		
1.00	EACH	Nationwide Talk Small Business Share 1400 Plan (PARK)	28.53	28.53
2.00	EACH	TAXES AND FEE	5.00	10.00
		GEORGE OCANA AND EDDIE MARTINEZ (LANDFILL)		
1.00	EACH	TAXES AND FEE	5.00	5.00
		SERGIO SAENZ PARK DIRECTOR		
		Account No	Encumbrance	
		0-1100-432-00-123-001-0-532	67.06	
		0-1100-452-00-123-008-0-532	38.53	
			Freight	.00
			Total	100.59
		LANDFILL AND PARK PHONES		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting employee: Saenz, Sergio Employee ID#: 069492 Signature:

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 123

Quantity: 1

Service: $ 31.99 /mo (x) 1 months = $31.99 Account: 0-1200-452400-123-008400-532

Service: $ /mo (x) months = $0.00 Account: 619/664

Requisition total: $31.99 Requisition Number: 195198

(3) Elected Official/Department Head Authorization for Request:

Signature Joe M. Flores Print Name Dec. 1, 2010 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ VERIZON Nationwide Talk Small Business Share Plan -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date:

☐ Approved Date: ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 3/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting Employee: Martinez, Eduardo Employee ID# 084891 Signature: [signature]

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 123

Quantity: 1

Service: $ 28.52 /mo (x) 1 months = $ 28.52 Account: 0100-432-00-123-001-0-532

Service: $ /mo (x) months = $ 0.00 Account: 619/664

Requisition Total: $28.52 Requisition Number: 10511

(3) Elected Official/Department Head Authorization for Request:

[signature] Joe M. Flores Dec. 1, 2010

Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 1400 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee: O'Cana/George Employee ID#: 133493 Signature: [signature]

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 223

Quantity: 1

Service: $ 28.52 /mo (x) 1 month = $28.52 Account: 0-1100-432.06-125-001-0-532

Service: $ /mo (x) month = 30.00 Account: -619/664

Requisition Total: $28.52 Requisition Number: 10-11-111

(3) Elected Official/Department Head Authorization for Request:

[signature] Joe M. Flores Dec. 1, 2010
Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 1400 minutes -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
76928	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400 $5333 $60 0509	1	$65.60	2,000	$0.35	$65.60	$787.20
76929	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400 $5333 $9.99 0509	2	$9.99	0	$0.00	$19.98	$239.76
			$0.00	0	$0.00	$0.00	$0.00
	Total	3	$75.59	~~2000~~ 1400		$85.58	$1,026.96

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,026.96**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	3	$0.00	$0.00
			$0.00
			$0.00
Total	3	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-606 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universa Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional details

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat 25% discount off of the retail price for accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

Requisition

Req # 00185793

PO #

Date: 11/30/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: LOUIE MENDOZA
956-585-4509

Contract No: DIR-SDD-604

Special Instructions:
REQ# 1455

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		****DIR-SDD-604****		
		DO NOT DUPLICATE ORDER		
8.00	EACH	STATE OF TEXAS LOCAL DIGITAL CHOICE 500 ANYTIME UNLIMITED (9 PHONE SERVICES @ $26.19) (500 MINUTES INCLUDED)	26.19	209.52
8.00	EACH	TAXES & FEES @ $5.00 PER PHONE	5.00	40.00
		Account No	Encumbrance	
		0-1200-431-00-123-004-0-532	249.52	
			Freight	.00
			Total	249.52
		FOR USE AT PRECINCT#3 FOR PHONE SERVICES FOR STAFF		
		****FOR THE MONTH OF DECEMBER 2010****		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting employee: Hernandez, Daniel Employee ID# 103608 Signature

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 123

Quantity: 1

Service: $26.19 /mo (x) 1 months = $26.19 Account: 01-200-431-00-123-005-0532

Service: $ /mo (x) months = $0.00 Account: 619/661

Requisition Total: $26.19 Requisition Number: 125703

(3) Elected Official/Department Head Authorization for Request:

Signature Joe M. Flores Print Name Dec. 1, 2010 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELLPHONE

(2) Requesting employee: Henry Davis Employee ID#: 170828 Signature:

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 128

Quantity: 1

Service: $ 26.19 /mo.(s) 1 month = $26.19 Account: 0-1200-431-00-173-005-0-632

Service: $ /mo.(s) month = $0.00 Account: 619/666

Requisition Total: $26.19 Requisition Number: 1205-092

(3) Elected Official/Department Head Authorization for Request:

Jose M. Flores — Signature
Jos M. Flores — Print Name
Dec. 1, 2010 — Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____. ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting employee: Lorie Garcia Employee ID# 103349 Signature

DEPARTMENT: Kleberg County Precinct #3 DEPT #: 425

Quantity: 1

Service: $ 26.19 /mo (x) 1 month = $26.19 Account: 0-1200-431-00-173-00-20-532

Service: $ /mo (x) month = $ 50.00 Account: 619/604

Requisition Total: $26.19 Requisition Number: 00-0903

(3) Elected Official/Department Head Authorization for Request:

Joe M. Flores — Signature — Print Name — Dec. 1, 2010 — Date

(4) Executive Office Authorization:

Signature — Print Name — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELLPHONE

(2) Requesting employee: Chavez, Enrique J. Employee ID#: 088471 Signature:

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 325

Quantity: 1

Service: $26.19 /mo (x) 12 months = $314.28 Account: 0-1200-441-00-573-0050-532

Service: $ /mo (x) months = $50.00 Account: 619/664

Requisition Total: $364.28 Requisition Number: 10-5410-02

(3) Elected Official/Department Head Authorization for Request:

Signature Joe M. Flores Print Name Dec. 1, 2010 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELLPHONE

(2) Requesting Employee: Cavazos Gilberto Employee ID#: 106038 Signature:

DEPARTMENT: Fiscal/County Precinct #3 DEPT#: 123

Quantity: 1

Service: $26.99 /mo(s) 1 months = $26.99 Account: 0-1200-191-00-123-805.0-57

Service: $ 0.00 /mo(s) 0 months = $0.00 Account: 619/861

Requisition Total: $26.99 Retail Rion Number:

(3) Elected Official/Department Head Authorization for Request:

Signature Joe M. Flores Print Name Dec. 1, 2010 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED/ ASSIGNED CELL PHONE

(2) Requesting employee: Ramirez, Saul Employee Id#: 051527 Signature:

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 173

Quantity: 1

Service: $26.99/mo (x) 1 month = $26.99 Account: 10-17000-453000-173005-0-532

Service: $ /mo (x) month = $0.00 Account: 6197664

Requisition Total: $26.99 Requisition Number: 18-1092

(3) Elected Official/Department Head Authorization for Request:

Joe M. Flores — Signature — Print Name — Dec. 1, 2010 — Date

(4) Executive Office Authorization:

Signature — Print Name — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan: 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 7/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED ASSIGNED CELL PHONE

(2) Requesting employee: Parras, Norma Employee ID# 172485 Signature: [signature]

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 123

Quantity: 1

Service: $ 26.99 /mo (x) 36 months $ 971.64 Account: 0-1200-491-00-123-009-0-532

Service: $ 0 /mo (x) 0 months $ 50.00 Account: 615/604

Requisition Total: $ 26.99 Requisition Number: 106403

(3) Elected Official/Department Head Authorization for Request:

[signature] Joe M. Flores Dec. 1, 2010

Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting Employee: Sandra Sabas Employee ID# 14887 Signature

DEPARTMENT: Hidalgo County Precinct #3 DEPT #: 123

Quantity: 1

Service: $ 26.19 /mo (x) 1 months = $26.19 Account: 0-1200-431-00-123-005-0-345

Service: $ /mo (x) months = $0.00 Account: 6197664

Requisition Total: $26.19 Requisition Number: 18-1992

(3) Elected Official/Department Head Authorization for Request:

Signature Joe M. Flores Print Name Dec. 1, 2010 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 minutes -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

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Revised: 1/2/2009

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77216	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 4000 S5336 $190 0509	1	$155.80	4,000	$0.35	$155.80	$1,869.60
77217	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 4000 S5336 $9.99 0509	8	$9.99	0	$0.00	$79.92	$959.04
			$0.00	0	$0.00	$0.00	$0.00
	Total	9	$165.79	~~4000~~ 4000		$235.72	$2,828.64

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: $2,828.64

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	9	$0.00	$0.00
			$0.00
			$0.00
Total	9	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: $0.00

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat 25% discount off of the retail price for accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

AI-24239 **14.E.**

Wireless Device Request
CC REGULAR

Date: 12/07/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Executive Office - Public Affairs:
1. Authorization to purchase a data card through the County's membership/participation (CONTRACT# DIR-SDD-604, Req#185931) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Emp #:	Service Total:	Equipment Total:
1	Data Card	Exec.Office-Public Affairs	Office Use	Unlimited Plan @$37.99 + Taxes & Fees @$5.00 = $42.99/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-413-00-125-002-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available through Requisition#185931 in the amount of $42.99 as of 12/3/10 for Verizon Wireless.

Attachments

Link: Request Form
Link: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	12/02/2010 08:33 AM	APRV
2	Erika Zamora	Erika Zamora	12/03/2010 03:30 PM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:07 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Griselda Salazar — Started On: 12/01/2010 04:55 PM

Final Approval Date: 12/03/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: _____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Executive Office - Public Affairs DEPT #: 125

Quantity: 1

Service: $ 42.99 /mo (x) 1 months = ~~85.98~~ 42.99 Account: 0-1100-413-00-125-002-0-532

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____-619/664

Requisition Total: ~~85.98~~ 42.99 Requisition Number: 185931

(3) Elected Official/Department Head Authorization for Request:

Signature | Valde Guerra (Print Name) | 12/1/10 (Date)

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 12/1/10 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☒ OTHER: Verizon Data Card Unlimited

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Req# 185931

Revised: 01/21/2010

Requisition
BUDGET OFFICER

Req # 00185931
PO #
Date: 12/01/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MBadillo
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		Data Card for office use - Public Affairs Office (42.99/mo.) December	42.99	42.99
		Account No	Encumbrance	
		0-1100-413-00-125-002-0-532	42.99	
			Freight	.00
			Total	42.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-24177 **15.A.**

Street improvements project - City of Progreso

CC REGULAR

Date:	12/07/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a Construction contract with Saenz Utility Contractors (lowest bidder meeting all specifications and/or requirements) for the Street Improvements project located in the City of Progreso, Texas in the amount of $62,000.00 utilizing Year 23 (2010) Street Improvement funds.

BACKGROUND

The City of Progreso has requested and received bids for the street improvements project. Halff Associates prepared specification packages and bids were received and opened at the Hidalgo County Purchasing Department on November 17, 2010. After review, the project engineer recommended Saenz Utility Contractors as the lowest qualified bidder. (See attached recommendation letter from Halff Associates, copy of bid tabulation, and letter from City of Progreso requesting approval.) The project consists of the overlay of six streets: Lyons St., Jose St., Maria St., Juarez St., Diaz St., and Hidalgo Street.

Contractor:	Saenz Utility Contractors
Contract Amount:	$ 62,000.00
Funds available:	$ 330,011.00 Year 23 (2010) City of Progreso Street Imp.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) Street Improvement funds for the overlay of six streets located in the City of Progreso.

Contract Amount: $ 62,000.00
Available funds: $330,011.00

Attachments

Link: project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/30/2010 08:32 AM	APRV
2	Perla Lopez	Perla Lopez	12/02/2010 09:05 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:24 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Estella Webber Started On: 11/29/2010 04:59 PM

Final Approval Date: 12/03/2010

City of PROGRESO
Est. 1991

"Pride in the Community"

Mayor Oma[illegible]Vela
Alderman Ru[illegible]en Abundiz
Alderman Eri[illegible]Chaidez
Mayor Pro-Tem Orlando Vela
Alderman Armando Cavazos
Alderman

Lupita v Garcia
Urban County Program Coordinator
Hidalgo County
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: 2010 Street Improvements Project Bids
Hidalgo County Urban County Program

Dear Ms. Garcia,

On Friday, November 19, 2010, the Progreso City Council meet and acted on the letter of recommendation of Halff Associates, Inc. It approved Saenz Utilities Contractor for the construction of streets improvements in the amount of $62,000.

Please proceed to place this on the agenda of the next County Commissioner's Court meeting at your earliest convenience. Your attention in this matter will be greatly appreciated.

Sincerely,

Fred Espinosa
City of Progreso

NOV 29 2010

HALFF

November 19, 2010
AVO 27803

Mr. Fred Espinosa, City Administrator
City of Progreso
P.O. BOX 699
Progreso, Texas 78579

Re: Letter of Recommendation
Progreso – 2010 Street Improvements Project
Hidalgo County Urban County Program
Bid No.: #5010-65-0311-5000-6500-UCP-GVG

Dear Mr. Espinosa:

On Wednesday, November 17, 2010, four (4) bids for the above-referenced project were received at the Hidalgo County Purchasing Department Conference Room. Halff Associates, Inc. has reviewed the bids submitted and recommends award of contract to **Saenz Utility Contractors** of Edcouch, Texas for the construction of the subject project as the lowest, responsive, responsible bidder. Award of contract in the bid amount of **$62,000.00** is recommended for the items included in their Base Bid.

Halff Associates, Inc. has found no basis to oppose recommendation of Saenz Utility Contractors for award of the project. For your convenience, a copy of the complete Bid Tabulations is enclosed.

Please feel free to contact me if you have any questions or would like any additional information. I may be contacted via email at khernandez@halff.com or via telephone at 664-0286.

Sincerely,
HALFF ASSOCIATES, INC.

Kristina Hernandez, P.E., C.F.M.
Senior Project Manager

Cc: Diana Serna, Hidalgo County Urban County Program Director
Lupita V. Garcia, Hidalgo County Urban County Program Coordinator

HALFF ASSOCIATES, INC.

5000 WE ST MILITARY, STE 100 TEL (956) 664- 0286 WWW.HALFF.COM
MCALLEN, TX 78503 FAX (956) 664- 0282

CONSTRUCTION CONTRACT

This Agreement, entered into this **7th** day of **December, 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF PROGRESO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **SAENZ UTILITY CONTRACTORS**, a corporation) of Edcouch, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: **City of Progreso– Street Improvements**
PROJECT #: **5010-65-0311-5000-6500-UCP-GVG**
ROJECT DESCRIPTION: **"PROGRESO - 2010 STREET IMPROVEMENTS PROJECT"**

Hereinafter called the project, for the sum of (**$62,000.00) –Sixty-Two Thousand Dollars, and NO Cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the-plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Halff Associates, Inc.** entitled the project Architect and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **45** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

_____
Contractor

Name of Firm: Saenz Utility Contractors

Address: 22290 N. FM 88
Edcouch, Texas 78538

Fed. I.D. #/S.S. 47-0875517

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
U.C.P. Director

November 17, 2010

HIDALGO COUNTY URBAN PROGRAM

"PROGESO - 2010 STREET IMPROVEMENTS"

BID No. #5010-65-0311-5000-6500-UCP-GVG

BID OPENING: NOVEMBER 17, 2010, 9:30 AM

				Mission Paving Company, Inc. P.O. Box 949 Mission, TX 78573		GAS Enterprises, Inc. P.O. Box 309 Elsa, TX 78543		R & R Paving LLC P.O. Box 1989 San Benito, TX 78586		Saenz Utility Co. 22290 N. FM 88 Edcouch, TX 78538	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	SUBTOTAL COST	UNIT PRICE	SUBTOTAL COST	UNIT PRICE	SUBTOTAL COST	UNIT PRICE	SUBTOTAL COST
1	1-1/2 inch HMAC Overlay Type "D" for Diaz Street	L.S.	1	$13,242.00	$13,242.00	$18,928.00	$18,928.00	$16,419.00	$16,419.00	$7,000.00	$7,000.00
2	1-1/2 inch HMAC Overlay Type "D" for Juarez Street	L.S.	1	$8,480.70	$8,480.70	$18,480.00	$18,480.00	$16,263.75	$16,263.75	$7,000.00	$7,000.00
3	1-1/2 inch HMAC Overlay Type "D" for Lyons Street	L.S.	1	$12,401.05	$12,401.05	$29,680.00	$29,680.00	$18,368.25	$18,368.25	$9,000.00	$9,000.00
4	1-1/2 inch HMAC Overlay Type "D" for Hidalgo Street	L.S.	1	$9,881.50	$9,881.50	$37,800.00	$37,800.00	$18,868.50	$18,868.50	$9,000.00	$9,000.00
5	1-1/2 inch HMAC Overlay Type "D" for Jose Street	L.S.	1	$24,660.75	$24,660.75	$53,770.00	$53,770.00	$39,396.00	$39,396.00	$20,000.00	$20,000.00
6	1-1/2 inch HMAC Overlay Type "D" for Maria Street	L.S.	1	$11,324.75	$11,324.75	$28,784.00	$28,784.00	$20,748.75	$20,748.75	$10,000.00	$10,000.00
				TOTAL =	$79,990.75	TOTAL =	$187,442.00	TOTAL =	$130,064.25	TOTAL =	$62,000.00
				Mission Paving Company, Inc.		GAS Enterprises, Inc.		R & R Paving LLC		Saenz Utility Co.	

AI-24186 **15.B.**

Street Improvements - City of Palmview

CC REGULAR

Date:	12/07/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with SAMES, Inc. aka Sam Engineering & Surveying, Inc., in the amount of $9,316.11 utilizing Year 23 (2010) funds for Engineering Services for Street Improvements to Minerva Street, Abram Road, and Bentsen Palm Drive in the City of Palmview.

BACKGROUND

SAMES, Inc. aka Sam Engineering & Surveying, Inc. has submitted a best and final offer for professional engineering services required for Street Improvements to Minerva Street, Abram Road, and Bentsen Palm Drive in the City of Palmview. SAMES, Inc. aka Sam Engineering & Surveying, Inc. was the highest rated firm by Commissioner's Court on September 28th 2010. Contract approval in the amount of $9,316.11 is being requested. See attached scope of services.

Contract Amount:	$ 9,316.11
Funds Available:	$ 89,611.00 – FY 23 (2010)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) funds for engineering services for street improvements to Minerva Street, Abram Road and Bentsen Palm Drive located in the City of Palmview.

Contract Amount: $ 9,316.11
Available funds: $89,611.00

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	11/30/2010 04:24 PM	APRV
2	Perla Lopez	Perla Lopez	12/02/2010 09:39 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:27 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Estella Webber

Started On: 11/30/2010 03:27 PM

Final Approval Date: 12/03/2010

CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO CRESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

The City of Palmview would like for Hidalgo Urban County Program to proceed with taking the best and final offer of SAMES Engineering of $9,316.11 to Hidalgo County Commisioners Court for approval.

Should you have any questions please feel free to contact me at 9563-432-0300.

Thank you,

Ramon Segovia

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5010-55-0311-5000-5500

Professional Services Agreement

This Agreement, entered into this **7th** day of **December 2010** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Palmview,** (hereinafter called the "Party") and **Saul D. Maldonado,** duly authorized Engineer, herein acting by **Sam Engineering & Surveying, Inc. aka SAMES, Inc.,** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvement Project** Account(s) **5010-55-0311-5000-5500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Palmview** four (4) sets of plans, four (4) sets of specifications, and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$9,316.11** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246 Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **7th day of December 2010.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2010.

_____
Engineer Signature

Firm Name: Sam Engineering & Surveying, Inc.

aka SAMES, Inc.

Address: 200 South Cage Blvd.

City/State/Zip: Pharr, Texas 78577

FED ID# ISS #: 26-2941288

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 20___.
By _____ of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My Commission Expires Notary Public State of Texas

City of Palmview

_____ _____
City Secretary (SEAL) **Mayor**

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

CITY OF PALMVIEW
URBAN COUNTY PROGRAM
2010 STREET (OVERLAY) IMPROVEMENTS

ABRAM ROAD
(2,900 LF)
MINERVA ST. & RUIZ ST. INTERCONNECT
(515 LF)
BENTSEN PALM DRIVE (STRIPING ONLY)

NOVEMBER 2010

SAM Engineering & Surveying, Inc.
200 South Cage Boulevard
Tel 956.702.8880; Fax 956.702.8883
Pharr, Texas 78577

SAM Engineering and Surveying, Inc.

SAMES

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

November 23, 2010

Mayor Jorge G. Garcia
City of Palmview
400 West Veterans Blvd.
Palmview, Texas 78572

Re: Engineering Proposal – City of Palmview - Urban County Program 2010 Street Paving (Overlay) Project

Mayor Garcia,

We are pleased to provide this proposal, to the Urban County Program, for providing Professional Engineering Services in relation to the proposed City of Palmview 2010 Street Paving (Overlay) Project. As per our understanding of this project, the improvements consist of overlaying Bentsen Palm Drive and Abram Road with Hot Mixed Asphaltic Concrete. Abram Road requires total pavement reconstruction in several areas before the asphalt overlay can be accomplished. The improvements also consist of constructing a new drive that will interconnect Minerva Drive and Ruiz Drive as shown on the attached exhibit.

We have visited the project sites and have generated a complete probable cost package for the proposed construction. Enclosed please find the following exhibits;

Exhibit A: Scope of Services & Fee Proposal
Exhibit B: Cost Estimates
Exhibit C: Photos

At your request, we will begin working on the plan design phase for each individual street. Project coordination meetings with your staff will be established prior to commencement and throughout the life of the project. SAMES highly skilled staff will work diligently with your staff to provide all necessary documentation and submittals required to successfully execute the project.

SAM Engineering and *S*urveying, Inc.

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

We propose to provide the requested services for a lump sum amount of $9,316.11, which represents our best and final offer. We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal

Scope of Services

City of Palmview-Urban County Program
2010 STREET PAVING (OVERLAY) PROJECT

Bidding Phase Services

The basic services proposed include project planning, preparation of bidding documents, basic engineering calculations (quantities), bidding and awarding phase services.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed;

a. Meet with staff to define the project limits and basic project requirements;
b. Perform engineering calculations for quantities;
c. Provide coordination of areas for pavement;
d. Provide exhibit plans for review and approval, prior to finalizing;
e. Provide final exhibit plans, specifications and estimate, signed and sealed by an Engineer;
f. Prepare Bidding Documents;
g. Coordinate with vendors for bidding;
h. Coordinate the advertising and bidding phase;
i. Assist the City with Pre-Bid Meeting and Bid Opening;
j. Provide Bid Tabulation, and recommendation to award;
k. Complete adherence to Urban County Program Protocol and requirements for project;

City of Palmview – Urban County Program
2010 STREET PAVING (OVERLAY) PROJECT

Fee Proposal

We propose to provide the above-mentioned services for a lump sum amount of $9,316.11, which represents an estimate of hourly services to be provided by our staff. It should be noted that the above stated line item includes several related services that are required to complete the proposed improvements and listed as follows:

Task 1: Bidding Phase Services including specifications, pre-bid meeting, bid opening, bid tabulation and recommendation.....$4,000.00

Task 2: Quantification of proposed improvements and Preparation of Exhibits for Bidding and Construction.....$2,000.00

Task 3: Engineering Plans Specification and Estimates for partial reconstruction of Abram Road and Minerva-Ruiz Interconnect.....$3,316.11

We will begin work upon receipt of a notice to proceed.

SAMES

STREET PAVING IMPROVEMENTS
PROJECT COST ESTIMATE

23-Nov-10

Project Name: City of Palmview 2010 Street (Overlay) Improvements

ABRAM ROAD

CIVIL IMPROVEMENTS:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	500	SY	$2.75	$1,375.00
2	8" FL BS (DC) (TY D GR1 CL III)W/4% CEMENT STABLZ	500	SY	$7.50	$3,750.00
3	PRIME COAT ASPH MATRL (MC-30)	100	GAL	$5.60	$560.00
4	TACK COAT ASPH MATRL (MC-250)	650	GAL	$6.50	$4,225.00
5	2" DENSE-GRADED HOT-MIX ASPH CONC TY D	6,950	SY	$7.50	$52,125.00
6	STRIPING - PAVEMENT MARKERS	1	LS	$800.00	$800.00
				SUBTOTAL	$62,835.00

Total Estimated Construction Cost

Civil Improvements		$62,835.00
Contingency (10% of Total)	$	6,283.50
SUB-TOTAL	$	69,118.50

Professional Costs

Quantification & Exhibits	$	1,000.00
Basic Engineering Services (10% of Total Estimated Construction Cost)	$	943.50
SUB-TOTAL	$	1,943.50

PROJECT TOTAL: $ 71,062.00

SAMES

STREET PAVING IMPROVEMENTS
PROJECT COST ESTIMATE

11-Oct-10

Project Name: City of Palmview 2010 Street (Overlay) Improvements

MINERVA ST. & RUIZ ST. INTERCONNECT

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	8" ROAD GRADER WORK (DENS CONT.) SUBGRADE	1,160	SY	$2.75	$3,190.00
2	8" FL BS (DC) (TY D GR1 CL III)W/4% CEMENT STABLZ	1,160	SY	$8.00	$9,280.00
3	PRIME COAT ASPH MATRL (MC-30)	232	GAL	$5.60	$1,299.20
4	2" DENSE-GRADED HOT-MIX ASPH CONC TY D	1,040	SY	$7.50	$7,800.00
				SUBTOTAL	$21,569.20

Total Estimated Construction Cost

Civil Improvements		$21,569.20
Contingency (10% of Total)	$	2,156.92
SUB-TOTAL	$	23,726.12

Professional Costs

Basic Engineering Services (10% of Total Estimated Construction Cost)	$	2,372.61
SUB-TOTAL	$	2,372.61

Other Associated Costs

Geotechnical Engineering	$	4,000.00
Construction Material Testing	$	2,000.00
SUB-TOTAL	$	6,000.00

PROJECT TOTAL $ 32,098.73

SAMES

STREET PAVING IMPROVEMENTS
PROJECT COST ESTIMATE

23-Nov-10

Project Name: City of Palmview 2010 Street (Overlay) Improvements

BENTSEN PALM DRIVE

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	950	LF	$0.30	$285.00
2	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	200	LF	$0.30	$60.00
3	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	7,500	LF	$0.30	$2,250.00
4	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$75.00	$150.00
5	REFL PAV MRK TY I (W)(ONLY)(100MIL)	2	EA	$90.00	$180.00
6	RAISED PAV MRK TY II-A-A	60	EA	$2.60	$156.00
				SUBTOTAL	$3,081.00

Total Estimated Construction Cost

Civil Improvements		$3,081.00
Contingency (10% of Total)	$	308.10
SUB-TOTAL	$	3,389.10

Professional Costs

Quantification & Exhibits	$	1,000.00
SUB-TOTAL	$	1,000.00

PROJECT TOTAL $ 4,389.10

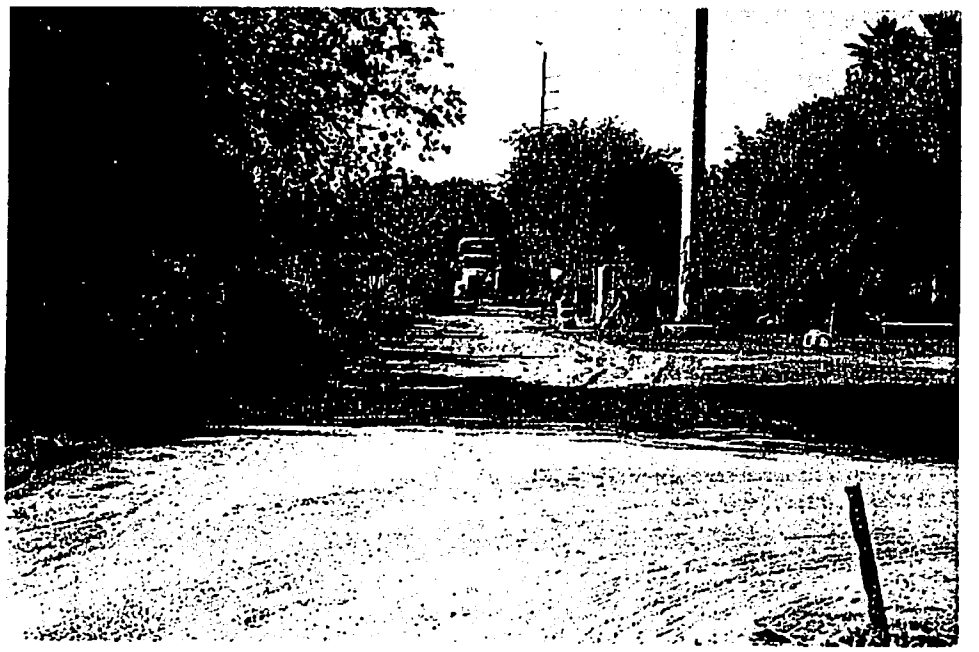
EXISTING CONDITIONS
ABRAM ROAD





SAM Engineering and **S**urveying, Inc.
200 S. Cage Blvd, Suite A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, Texas 78540)

EXISTING CONDITIONS
MINERVA ST. & RUIZ ST. INTERCONNECT





SAM Engineering and Surveying, Inc.
200 S. Cage Blvd, Suite A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, Texas 78540)

EXISTING CONDITIONS
BENTSEN PALM DRIVE





SAM Engineering and **S**urveying, Inc.
200 S. Cage Blvd, Suite A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, Texas 78540)

AI-24185 **15.C.**

Interlocal Agreement - Pct. #3 & AGUA Special Utility District

CC REGULAR

Date:	12/07/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Agreement with AGUA Special Utility District for the amount of $26,022.00.

BACKGROUND

This Interlocal Agreement will ensure CDBG pays AGUA Special Utility District for the construction and installation of water meters for six (6) lots in Vallejo Subdivision located on Volcano Road in Peñitas, Texas. A budget & program amendment was approved by Hidalgo County Commissioner's Court on November 9, 2010 to use Precinct No. 3 funds to install water meters and septic tanks in Vallejo Subdivision.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County CDBG funds will be utilized to install water meters and septic tanks in Vallejo Subdivision.

Attachments

Link: Interlocal agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/01/2010 02:12 PM	APRV
2	Perla Lopez	Perla Lopez	12/02/2010 10:44 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:26 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 11/30/2010 03:17 PM

Final Approval Date: 12/03/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND AGUA SPECIAL UTILITY DISTRICT

THIS Agreement is made on this the__ day of _____, 2010, by and between the **AGUA SPECIAL UTILITY DISTRICT,** hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, District is a utility district created under the laws of Texas;

WHEREAS, there is a Plat of a subdivision titled Vallejo Subdivision located on Volcano Road currently being reviewed and on file with the Hidalgo County Planning department ("Vallejo Subdivision");

WHEREAS, The County desires to contribute CDBG funds to Agua for installation and connection of water meters the lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Agua as described herein, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, Agua and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit "B";

NOW, THEREFORE, County and Agua in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to contribute CDBG funds allocated to Precinct No. 3 in the sum of Twenty-Six Thousand and Twenty Two Dollars ($26,022.00) CDBG to Agua for the construction and installation of water meters to six (6) lots in Vallejo Subdivision being all of the lots in Vallejo Subdivision located on Volcano Road in rural Hidalgo County (the "Meters").

2. Following the contribution of the CDBG funds to Agua for construction and installation of the Meters as described in Exhibit "A", the parties agree that County will be released of any and all duties imposed by this Agreement.

3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

4. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Agua and not otherwise.

7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested,

postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Agua:	Agua Special Utility District P. O. Box 4379 Mission, Texas 78573-0075
With copy to:	Joe Flores, Commissioner, Precinct No. 3 724 North Breyfogle Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by County and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and

enforceable obligations of County and the District in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

17. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

AGUA SPECIAL UTILITY DISTRICT

By: _____
Francisco "Frank" Flores
It's: General Manager

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF ACTIVITY

Construction and installation of water meters to all lots located in Vallejo Subdivision located on Volcano Road, a Plat of which is currently being reviewed and on file with the Hidalgo County Planning Department.

EXHIBIT "B"
BUDGET

Contribution of CDBG funds allocated to Precinct 3 in an amount not to exceed $26,022.00 from Urban County Year 23 Water and Sewer Funds.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County desires to contribute CDBG funds to Agua for installation and connection of water meters to six (6) lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Agua Special Utility District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expressway Building One, Suite 300 Austin, Texas 78746 (512) 472-8021 Fax (512) 320-5638 www.bickerstaff.com

November 23, 2010

Ms. Diana R. Serna
Director
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Vallejo Subdivision

Dear Diana:

Attached is a copy of a letter I provided to Commissioner Flores yesterday confirming the above-referenced subdivision is in the Agua Special Utility District service area.

Let me know if you have any questions concerning this matter.

Kindest regards,

David Mendez

DM/dfb

Attachment
cc: Frank Flores, General Manager
Agua SUD

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expressway Building One, Suite 300 Austin, Texas 78746 (512) 472-8021 Fax (512) 320-5638 www.bickerstaff.com

November 22, 2010

Via Facsimile: 956-585-2375

Commissioner Joe Flores
Hidalgo County
Hidalgo County Offices
724 North Breyfogle
Mission, TX 78572

Re: Vallejo Subdivision

Dear Commissioner Flores:

As requested by Domingo Villarreal from your office, I am confirming that the Vallejo Subdivision located in the vicinity of 3 Mile Line Road and Volcano Drive is within the service area of the Agua Special Utility District ("District'). Under the District's Certificate of Public Convenience and Necessity the District is the sole source of public water service for the subdivision.

Let me know if you have any questions concerning this matter.

Kindest regards,

DMC

David Méndez

DM/dfb

cc: Frank Flores, General Manager
Agua SUD

AI-24211 **16.A.**

Planning Department

CC REGULAR

Date:	12/07/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Discussion and Possible Action regarding submittal of “Identification of Colonia” Form to the Texas Water Development Board.

2. Appointment of Member for the Board of Building Line Adjustments Omar Ramon – Pct. 3

BACKGROUND

Fiscal Impact

Attachments

Link: Identification of Colonia Form

Link: Colonia Nevarez Location Map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/01/2010 11:39 AM	APRV
2	Olga Garza	Olga Garza	12/02/2010 08:59 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:28 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Nora Cavazos — Started On: 12/01/2010 11:04 AM

Final Approval Date: 12/03/2010

IDENTIFICATION OF COLONIA

Please complete one (1) form for each community. Please attach a map showing location, and boundaries as available.

A. Colonia Identification

Community/Colonia Name Colonia Nevarez County: Hidalgo

Nearest City: Alton, Texas Population Estimate: 52 ±

Cross Streets/Directions from nearest City/Metes and Bounds:
Approximately between 8 Mile Line and 9 Mile Line on the east side of Brushline Road.

B. Water Supply Problems (check or identify)

Community System ____ Privately Owned Wells 10 Other (specify) _____

If by a water system, identify which one: _____

What best characterizes water supply problems? __ No Water Problems X No Water Available X Poor Quality (__ odor, ___taste) __ Insufficient Quantity (__ all times, ___ am, ___pm) __ Other: _____

Closest water provider, if known: Agua Special Utility District
Comments: Water from Wells not potable. In some cases Tract sizes are too small for septic tanks and water well locations.

C. Wastewater Problems (check or identify)

Public System ____ Private Septic Tanks X Other (specify) Cesspools

If by public system, please identify: _____

Please describe wastewater problems: Cesspools & non-compliant septic tanks

What is the likely solution? (Check those that apply) __ New Treatment & Collection System X Upgrade Existing Systems __ Collection /Treatment By Other Entity (Identify: _____) __Don't Know

Mapped or Platted? (Yes/No) Mapped: No Platted No
Plat Recorded? (Yes/No) No Date Plat Recorded N/A
Plat Volume: N/A Plat Page: N/A
Number of Lots: 40 Number of Occupied Lots: 9
% Occupied Lots with Public Water Supply 0 % Occupied Lots with Potable Water Wells 50%
% Occupied Lots with Sewer Service 0 % Occupied Lots with Septic 50%
% Non-Sewered Lots Suitable for Septic Service.. _____
Financial Guarantee or Means for Water/Wastewater Construction ◯ Yes ◯ No ◯ Self-Help
Other Problems: __ drainage X unpaved roads X bad roads __ electric service
__ Other: (specify) _____

Please return to:
Bill Allen
Texas Water Development Board
1700 N Congress
Austin, Tx 78711-3231

APPROXIMATELY 69.57 ACRES OF LAND
OUT OF LOTS 115,116,120,121,122,125
126,129 AND 130
NICK DOFFING CO SUBDIVISION NO.1
VOL. 10 PG. 15 H.C.M.R.

COUNTY ROAD 4359

ABRAM

COUNTY ROAD 4361

MILE 8

COUNTY ROAD 4365

ST GEORGE

BRUSHLINE

COUNTY ROAD 4239

COUNTY ROAD 4241

DOFFING

COUNTY ROAD 4237

MINNESOTA

COUNTY ROAD 4243

COUNTY ROAD 4245

COUNTY ROAD 4251

COUNTY ROAD 4253

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-284
www.co.hidalgo.tx.us

AI-24149 **17.A.**

Approval of Payment - Hidalgo County Irrigation Dist. No. 2
CC REGULAR

Date:	12/07/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as a .564 acre tract of land out of Lot 78 Block 27 Resubdivision of San Juan Plantation Subdivision and a .38 acre tract of land out of Lot 82 Resubdivision of San Juan Plantation Subdivision for the Southfork Drainage Project - Hidalgo County Irrigation District No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-040-0-711

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $205,924.31 as of 12/2/10.

Attachments

Link: Attachment 1

Link: Attachment 2

Link: Attachment 3

Link: Attachment 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	12/02/2010 08:28 AM	APRV
2	Olga Garza	Olga Garza	12/02/2010 11:39 AM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	PEND

Form Started By: Sandra Garcia — Started On: 11/23/2010 04:38 PM

Final Approval Date: 12/03/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

PAY-MEMO

To: **Hon. Hector "Tito" Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Yoli Cisneros, A/P Clerk

From: **Bobby Villarreal, ROW Agent**
Hidalgo County Right of Way Department

Date: **November 23, 2010**

Re: **Southfork Drainage Project**
Hidalgo County Irrigation District No. 2 Parcels

==========

Commissioner Palacios,

Attached, please find a copy of the Deed for Hidalgo County Irrigation District No. 2 Parcels, Southfork Drainage project. Please process for payment a check to Hidalgo County Irrigation District No. 2 in the amount of $15,000.00 for the closing of these parcels. Please hold check at County Treasurer's office for agent to pick up.

Should you have any questions or concerns, please feel free to contact me at (956) 283-8134.

Thank you for your prompt attention and cooperation to this matter.

Approved_____
Hector "Tito" Palacios, Commissioner

Approved_____
Jose N. Peña, ROW Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jóse N. Peña
Director

MEMO

To: **Commissioners' Court**

From: **Bobby Villarreal**
Right of Way Agent

Date: **November 9, 1010**

Subject: **Southfork Drain Project**
Easements on Irrigation District #2 Parcels

==========

Appraised Value	**$ 10,390.00**
Settlement Demand	**$ 15,000.00**
Difference	**($ 4,610.00) *** **

***See attached letter**

Commissioners' Court Executive Session November 9, 2010.

11/9/10 **Approved**

_____ **Not Approved**

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the west line of San Juan Road, north of US Highway 281, Hidalgo County Texas.	District	Pharr
		ROW CSJ:	NA
Property Owner:	Hidalgo County Irrigation District No. 2	Parcel:	N/A
Address of Property Owner:	P.O. Box 6, San Juan, Texas 78589	Federal Project No:	N/A
Occupant's Name:	Vacant	Highway: N/A	County: Hidalgo
Whole: ☐	Partial: ☑ Acquisition		

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

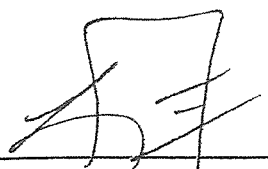
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $5,640.00 as of June 11, 2010, based upon my independent appraisal and the exercise of my professional judgment; on September 3, 2009 and June 11, 2010 (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Irrigation District No. 2, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15 and September 21, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Irrigation District No. 2 or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

June 11, 2010

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the east of South "I" Road, north of US Highway 281, Hidalgo County Texas.	District ROW CSJ:	Pharr NA
Property Owner:	Hidalgo County Irrigation District No. 2	Parcel:	N/A
Address of Property Owner:	P.O. Box 6, San Juan, Texas 78589	Federal Project No:	N/A
Occupant's Name:	Vacant	Highway: N/A	County: Hidalgo
Whole: ☐	Partial: ☑ Acquisition		

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

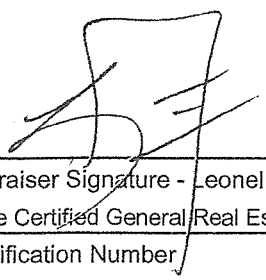
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $4,750.00 as of June 11, 2010, based upon my independent appraisal and the exercise of my professional judgment; on September 3, 2009 and June 11, 2010 (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Irrigation District No. 2, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15 and September 21, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo Irrigation District No. 2 or County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

June 11, 2010

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

AI-24275 **17.B.**

Interlocal Agreement - County of Hidalgo and Drainage District

CC REGULAR

Date:	12/07/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Discussion, consideration and action to enter into an Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District#1. As it relates to acquisition of right of way and other real property.

BACKGROUND

Fiscal Impact

Attachments

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 03:10 PM	APRV
2	Olga Garza	Olga Garza	12/03/2010 03:34 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 12/03/2010 02:59 PM	
Final Approval Date: 12/03/2010				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the 29th day of December, 2010 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Hidalgo County Drainage District No. 1 (the "Drainage District") is in need of technical advise and expertise in the area of acquisition of right of way and other real property;

WHEREAS, Hidalgo County, through its Right of Way Department (the "Department"), is available and willing to assist the Drainage District by providing such expertise and technical advise to the Drainage District on an as needed basis;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County, through the Department, shall assist the Drainage District with compliance and interpretation of procedures for right of way and real property acquisitions. All property acquisitions and real estate matters shall be conducted in the usual and costmary manner of the Department on an as needed basis.

2. The Drainage District agrees to compensate the Department for the costs associated with right of way acquisitions and real estate matters in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) for a period of one (1) year, commencing January 1, 2011. Such compensation shall be payable monthly against invoice from County for hours of right of way agent's services furnished by County to Drainage District. Computation of hours of right of way services furnished to Drainage District shall be shown on invoice along with the identification of the right of way agent providing such service and the rate charged for each such right of way agent performing such service.

3. The County may provide, upon written request from the Drainage District, additional services upon such terms and conditions as may be mutually agreed to between the Drainage District and the County.

4. This Agreement shall be for a period of one (1) year from the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage District No. 1	Drainage District No. 1 Attention: Godfrey Garza, Jr. 902 N. Doolittle Road Edinburg, Texas 78539
If to Hidalgo County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With Copy to:	Hidalgo County Right of Way Dept. Jose Pena, Director 2401 N. Moorefield Rd. Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By:
Godfrey Garza, Manager

HIDALGO COUNTY

By:
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly in advance:

A. For performing the duties set forth in numbered paragraph 1 under this Agreement the sum of $100,000.00 annually.

B. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

By District: _____ Date:_____

By County: _____ Date: _____

AI-24237 **18.A.**

Road Name Change (911 Purposes) CR 3305 to Jaritas Rd.

CC REGULAR

Date:	12/07/2010
Submitted By:	Joann Gonzalez, COMM. PCT. #1
Submitted For:	Luis Z. Garza
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1
Sub-category:	Prct. 1

Information

CAPTION

Requesting authorization to rename County Road 3305 to Jaritas Rd for 911 purposes only.

BACKGROUND

911 Dept. has been advised; the County will not be responsible for maintenance of road.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to County.

Attachments

Link: 911 Purposes

Link: Map #1

Link: Map #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	12/02/2010 08:34 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/03/2010 09:25 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:30 PM	APRV
4	Purchasing Department		12/03/2010 05:15 PM	NEW

Form Started By: Joann Gonzalez — Started On: 12/01/2010 04:49 PM

Final Approval Date: 12/03/2010

Joann Gonzalez

From: luisz.garza [luisz.garza@co.hidalgo.tx.us]
Sent: Wednesday, December 01, 2010 10:45 AM
To: Joann Gonzalez
Subject: FW: CR 3305

-----Original Message-----
From: luisz.garza [mailto:luisz.garza@co.hidalgo.tx.us]
Sent: Wednesday, September 15, 2010 10:18 AM
To: 'raul madero'
Subject: RE: CR 3305

Raul,

In reference to the naming of CR 3305; I spoke with Raul Lozano, Chief Administrator Pct.1, and he asked me if a petition has been signed by the residences that live on above mentioned road.
If so, can you please forward a copy to me along with your phone number?

-----Original Message-----
From: raul madero [mailto:rtmadero@sbcglobal.net]
Sent: Monday, September 13, 2010 4:48 PM
To: luisz.garza@co.hidalgo.tx.us
Cc: jgomez911@sbcglobal.net; ogarza@lrgvdc911.org; rtmadero@sbcglobal.net; scastro@lrgvdc911.org; Cori Pacheco; juan torres; maggie garza; steve tice; joe pena
Subject: CR 3305

Luis,

The LRGVDC 9-1-1 Dept proposes naming CR 3305 "Jaritas" Rd (see attachments).
This name is for 9-1-1 purposes only....it would not have to be county maintained; however, it does have to be presented at Commissioner's Court with an email addressed to me upon approval.

Thanks,
Raul

Joann Gonzalez

From: luisz.garza [luisz.garza@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 2:05 PM
To: Joann Gonzalez
Cc: joel.quintanilla@co.hidalgo.tx.us; Martha Mena

Commissioner, as per your approval; we will place the renaming of road for CC on 12-7-10

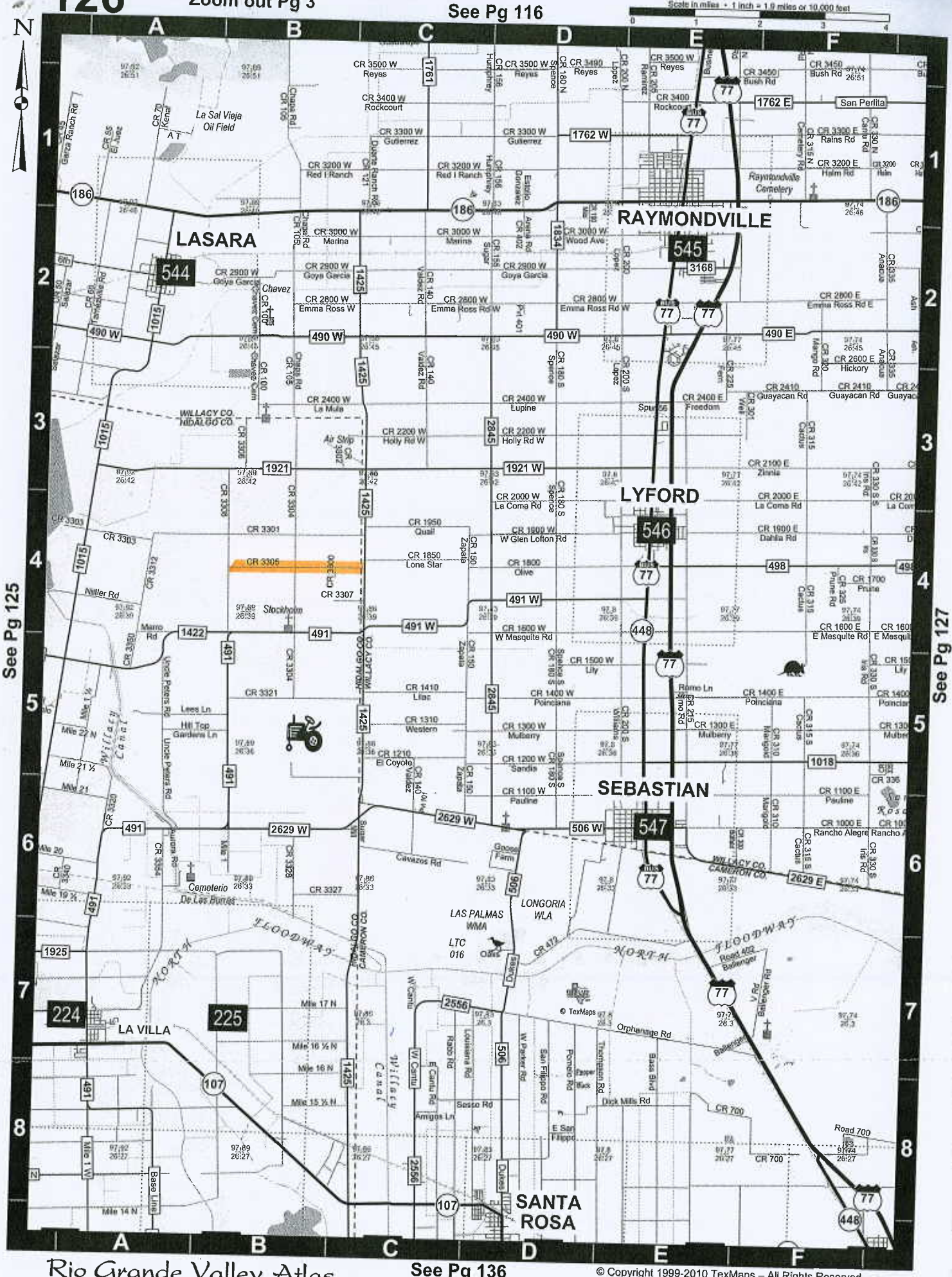
11-29-10

Joann, please help me out with placing the following for authorization at Commissioner's Court next week (12-07-10).

Requesting approval that Country Road-3305 be renamed to "Jarritas Rd.''. Strictly for 9-1-1- purposes. Pct.1 will not be responsible for maintenance of road.

I don't think that we have to place a lengthy explanation; the above paragraph should be adequate.

Thanks Luis

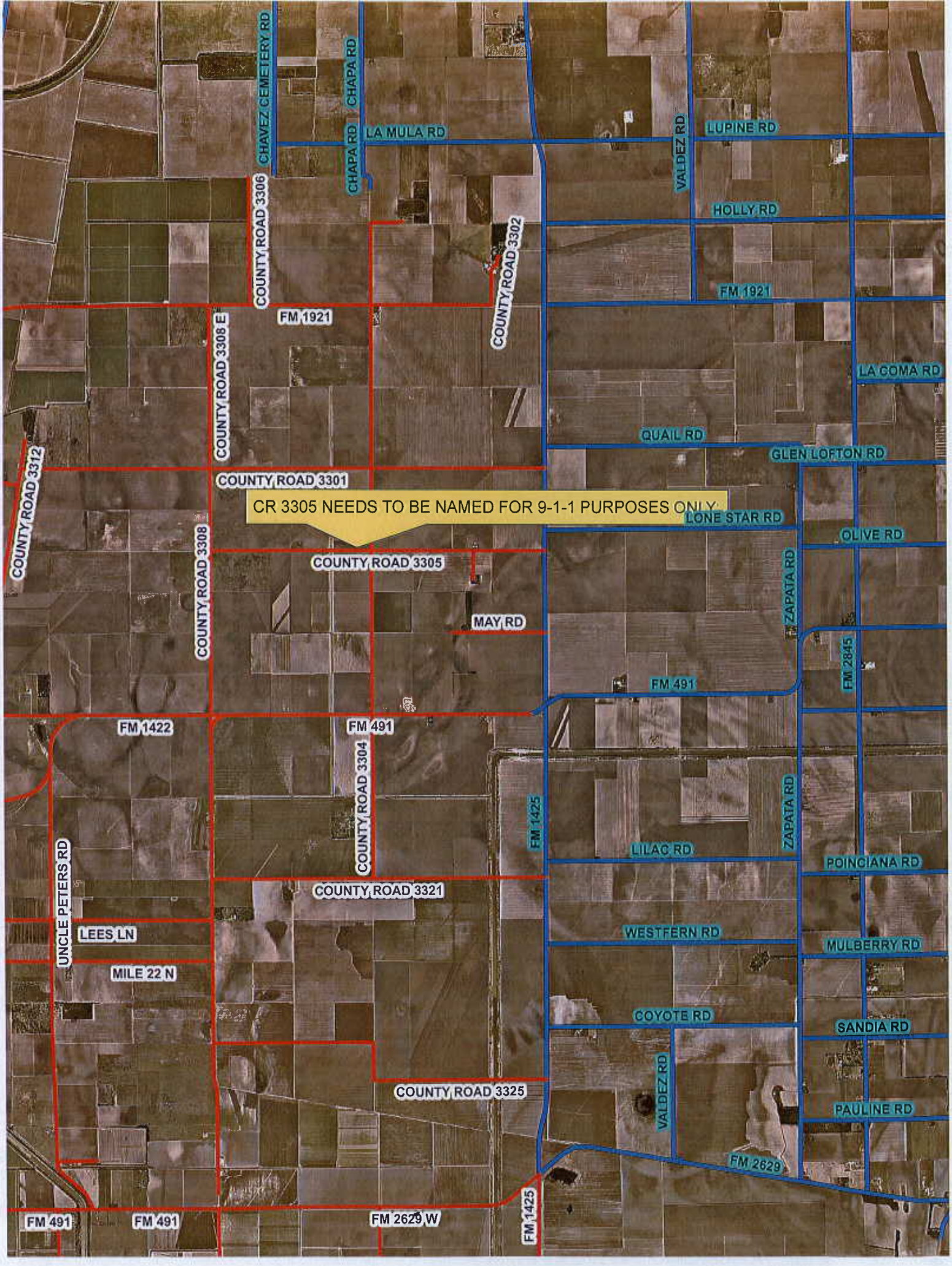


See Pg 125
See Pg 127

Rio Grande Valley Atlas

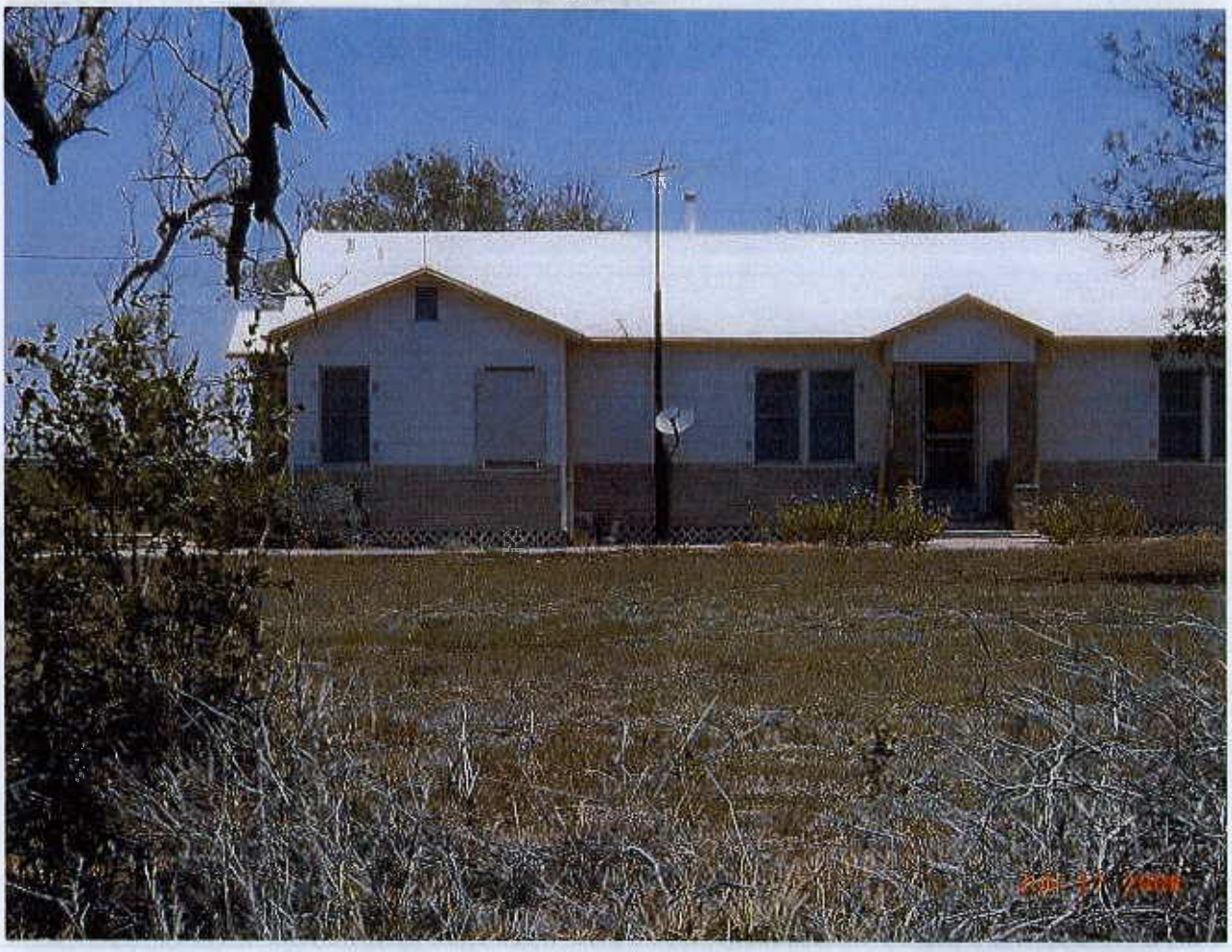
See Pg 136

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CHAVEZ CEMETERY RD
CHAPA RD
CHAPA RD
LA MULA RD
VALDEZ RD
LUPINE RD
HOLLY RD
COUNTY ROAD 3306
COUNTY ROAD 3302
FM 1921
FM 1921
COUNTY ROAD 3308 E
LA COMA RD
QUAIL RD
GLEN LOFTON RD
COUNTY ROAD 3312
COUNTY ROAD 3301
CR 3305 NEEDS TO BE NAMED FOR 9-1-1 PURPOSES ONLY
LONE STAR RD
OLIVE RD
COUNTY ROAD 3308
COUNTY ROAD 3305
ZAPATA RD
MAY RD
FM 2845
FM 491
FM 1422
FM 491
COUNTY ROAD 3304
FM 1425
ZAPATA RD
LILAC RD
POINCIANA RD
UNCLE PETERS RD
COUNTY ROAD 3321
LEES LN
WESTFERN RD
MULBERRY RD
MILE 22 N
COYOTE RD
SANDIA RD
COUNTY ROAD 3325
VALDEZ RD
PAULINE RD
FM 2629
FM 491
FM 491
FM 2629 W
FM 1425

13 RR1 BX 122 FRANCIS BERG

CR 3305



N 26.400303° W 097.867767° 2008/06/17 12:53:18

AI-24284 **19.A.1**

Appropriation - Health Benefits (claims not covered)
CC REGULAR

Date: 12/07/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Health Benefits (2201):
Approval of 2010 appropriation of funds for Health Benefits in the total amount of $1,509,000.00.

BACKGROUND

CLAIMS FOR 10/23/10 - 11/12/10	$700,767.87
- Less Stop Loss Credit	(-$126,783.91)
- Less Alio available balance (obj. code 820)	(-$471,241.83)
Total	(-$102,742.13)
Addditional Funds needs for period 10/23/10 - 11/12/10	$102,742.13
End of year projection	$1,406,257.87
TOTAL APPROPRIATION	$1,509,000.00

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-003-0-820
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds available in fund balance as of 12/03/10.

Attachments

Link: BA FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/03/2010 04:56 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/03/2010 05:12 PM	APRV
3	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Sylvia Solis Started On: 12/03/2010 04:50 PM

Final Approval Date: 12/03/2010

1.



DATE: December 3, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Benefits - HC

ACCOUNT NUMBER: 0-2201-415-00-115-003-0-820

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-2201-415-00-115-003-0-820	Health Benefits - HC	Claims not covered	1,509,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,509,000.00**

REASON: To appropriate funding for the Health Benefits - HC to cover the difference of $102,742.13 for claims approved by CC on 11/22/10 for 10/23/10 -11/12/10 and projected end of year expenditures in the amount of $1,406,257.87.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-24182 **20.A.4.**

Materials Testing for Pct # 4

CC REGULAR

Date: 12/07/2010

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Materials Testing Services required for Pct. #4 Projects.

Firms	Scores	Ranks
RABA Kistner	95	_____
Millennium Eng.	96	_____
L&G Engineers	99	_____

c. Authority for the Purchasing Department to negotiate a professional Materials Testing Services Contract with the No.1 ranked firm of _____ for the provision of Material Testing Services for Pct. # 4 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Precinct would need to identify funding source prior to engaging for each project.
On an "as needed basis"

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/30/2010 01:31 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/03/2010 08:42 AM	APRV
3	Auditor's Office	Linda Fong	12/03/2010 04:34 PM	APRV

4	Purchasing Department (Originator)	12/03/2010 05:15 PM	NEW
Form Started By: Nielda Cavazos		Started On: 11/30/2010 11:38 AM	
Final Approval Date: 12/03/2010			

HIDALGO COUNTY PRECINCT NO 4

FOR

Materials Testing Services

Scoring & Evaluation GRID

Materials Testing Services

Total Scores	Millennium Engineers	L&G Engineers	RABA Kistner
Grader 1	96	99	95
Average	96	99	95
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-24225 **20.A.5.**

Designation-Evaluation Committee-Architectural Firm-Design/Construction Add'l. Adm. Bldg.

CC REGULAR

Date:	12/07/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Selection/Assignment/Designation of the Evaluation Committee to score, grade and evaluate the three nominated architectural firms of through CC action of 11-30-10 of: Mata-Villarreal-Garcia Design, LLP; ERO International, LLP; and Rike-Ogden-Figueroa-Allex Architects, Inc. in connection with the design and construction of an Additional Administration Building to house elected offices, departments, programs and/or agencies including, but not limited to, those currently housed at the leased property known as the Mediplex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-419-40-220-044-0-720

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Professional service fees would be paid out of 2010 issuance proceeds as per Budget Office.
CO2010A&B-MEDIPLEX-BUILDINGS
No funding required at this time.

Attachments

Link: Pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/02/2010 11:41 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 11:42 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 03:41 PM	APRV
4	Auditor's Office	Angela Garcia	12/03/2010 05:15 PM	APRV

Form Started By: Marty Salazar Started On: 12/01/2010 03:21 PM

Final Approval Date: 12/03/2010

#6	**Milnet Architectural Services** 608 S. 12th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 milnet@swbell.net		✖	✖	✖	✖	✖		✖	✖		✖	✖		
#7	**Megamorphosis/T. Howard & Associates** 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net			✖	✖	✖	✖		✖	✖	✖				
#8	**Rike Ogden Figueroa** 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		✖	✖	✖	✖			✖	✖	✖			✖	
#9	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#10	**V-A ARCHITECTS** **Reynaldo Vargas, Architect, Inc.** 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 v-aarchitecture@att.net	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#11	**AMTECH Building Sciences, Inc.** 2403 N. 10th St. Suite B-PMB 220 McAllen, TX 78501 (956) 686-7070 Fax: (956) 686-2233 mida@architectos.com	✖	✖		✖		✖		✖	✖			✖		
#12	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 rudyg.gms@bizrgv.rr.com susana.gms@bizrgv.rr.com		✖	✖	✖	✖	✖	✖		✖	✖	✖	✖	✖	
#13	**Mata-Villarreal-Garcia Design LLP** 1314 W Ivy Ave. Mc Allen, TX 78501 (956) 631-1945 Fax: (956) 631-1968 fwhite@mvgdesign.us			✖	✖	✖		✖		✖	✖	✖	✖		

AI-24112 **20.A.6.**

Award of bid -Maintenance & Repair of Kitchen Equipment & Appliance @ Jail

CC REGULAR

Date:	12/07/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.

BACKGROUND

Current Contract expires on 12/16/10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-423-21-280-002-0-432

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 12-3-10 $15,380.82
On an " as needed basis"

Attachments

Link: Exhibit B and insurance

Link: Participation Sheet

Link: Memo of recommendation

Link: Contract

Link: Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 05:00 PM	APRV
2	Budget & Management	Ivan Cantu	12/03/2010 07:37 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/03/2010 10:18 AM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW
Form Started By: Elena Gomez			Started On: 11/23/2010 08:40 AM	

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification. N/A if not applicable

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177	—	—
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677	—	—
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	846.00	846.00
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	846.00	846.00
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	846.00	846.00
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	846.00	846.00
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	846.00	846.00
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	846.00	846.00
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	846.00	846.00
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	846.00	846.00
11	5GRS65F-SEFCAA	BATTERIED FRYERS W F	481395770	3010.00	3010.00
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	354.00	354.00
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777	497.00	497.00
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2616.25	2616.25
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2616.25	2616.25
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	540.00	540.00
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	843.00	843.00
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01	4717.00	4717.00
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	705.00	705.00
20	RW132W	1 SEC HOT BOX WIDE	058327-C	837.00	837.00
21	RW132W	1 SEC HOT BOX WIDE	058328-C	837.00	837.00
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435	592.00	592.00
23	84186	BUFFALO CHOPPER	561-146623	459.00	459.00
24	2612C	FOOD SLICER	146745 146747	319.00	319.00
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438	474.00	474.00

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: Hobart Service

ADDRESS: 1200. E. Hackberry #C

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE #: (956) 618-1817 FAX NO. :(956) 618-1983

CELL # 956-587-1904

AUTHORIZED SIGNATURE:

PRINTED NAME: James S. Westbrook

TITLE: Branch Manager

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

MEMORANDUM OF INSURANCE	DATE 08-Nov-2010

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co.A ZURICH AMERICAN INSURANCE COMPANY
INSURED ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	Co.B AMERICAN ZURICH INSURANCE COMPANY
	Co.C
	Co.D

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 MEMORANDUM 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 9373453-07 (US)	01-Nov-2010	01-Nov-2011	GENERAL AGGREGATE	USD $2,000,000
					PRODUCTS - COMP/OP AGG	USD $2,000,000
					PERSONAL AND ADV INJURY	USD $2,000,000
					EACH OCCURRENCE	USD $2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD $500,000
					MED EXP (ANY ONE PERSON)	USD $10,000
A	**AUTOMOBILE LIABILITY** ANY AUTO	BAP 9373447-07 (AOS)	01-Nov-2010	01-Nov-2011	COMBINED SINGLE LIMIT	USD $3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	**WORKERS COMPENSATION / EMPLOYERS LIABILITY** THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE:	WC 9373451-08 (AOS Ded)	01-Nov-2010	01-Nov-2011	WORKERS COMP LIMITS	Statutory
A		WC 9373452-08 (Retro - ID, WI)	01-Nov-2010	01-Nov-2011	EL EACH ACCIDENT	USD $1,000,000
					EL DISEASE - POLICY LIMIT	USD $1,000,000
					EL DISEASE -	USD

	INCLUDED				EACH EMPLOYEE	$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE	**DATE** 08-Nov-2010

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PRODUCER	**INSURED**
Marsh USA Inc. ("Marsh")	ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States

ADDITIONAL INFORMATION

* GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ACCESSORIES MARKETING
ACME PACKAGING
ACME PACKAGING SYSTEMS
ACME DISTRIBUTOR SALES
AIM COMPONENTS
AIR MANAGEMENT
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS
ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AVERY-WEIGH-TRONIX
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BAYSHORE TRUCK EQUIPMENT COMPANY
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BLUE RIDGE PLASTICS, LLC

BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTIRES
FUTURA COATINGS

GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS
HARTNESS INTERNATIONAL (GENERAL LIABILTIY & AUTOMOBILE)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ION SYSTEMS, INC.
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MONROE PACKAGING
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA

NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCH PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.
POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS

SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE
SIMCO
SIX STATES DISTRIBUTORS, INC.
SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
SLIME
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPARTAN COMPUTER SERVICES
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STANDARD PARTS CORPORATION
STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
STERO
STRETCH PACKAGING SYSTEMS
SUNRISE ARKANSAS
SUPERB PRODUCTS
SUPERIOR SPRING COMPANY
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
SWITCHES
TACC
TECH SPRAY
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
TRUCK PARTS SPECIALISTS, INC.
TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
U-JOINTS, INC
U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
UNITED SILICONE
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN-HART
WACHS SUBSEA, LLC
WAREHEIM AIR BRAKES, INC.
WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/SEALED QUOTE PACKETS
IBF-RFP-RFQ-RFI

RFSQ DUE/OPENING DATE: November 08, 2010 QUOTE OPENING TIME: 9:30 A.M.

DEPARTMENT/QUOTE DESCRIPTION: Hidalgo County Sheriff's Office- "Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"

RFSQ NO.: 2010-290-11-08-MEG

NAME OF VENDOR: COMPANY/FIRM	QUOTE REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Hobart Corp. **Attn: Scott Westbrook** ext 2222 spoke Melissa reminder call on 11/05/10	Email	Elena Gomez	11/02/10	1200 E. Hackberry McAllen Tx. 956- 618-1817 james.westbrook@hobartservice.com
2. United Restaurant Supply **Attn: Mike Pinon**	Email	Elena Gomez	11/02/10	600 N. Conway Mission Tx. 956-519-8555 mpinoniii@yahoo.com
3. Commercial Kitchen **Attn: Dan Maurer** reminder call on 11/05/10 left voice message ** Leo Guerra-McAllen Area 956-664-8267** **leo@ckps.com**	Email	Elena Gomez	11/02/10	1377 N. Brazos San Antonio, Texas 78207 956-664-8267 x 6407 Located carl@commercialkitchen.com
4. National Commercial Equipment **Attn: Rick Andreatos** reminder call on 11/05/10 they will be calling me back left message… answering service	Email	Elena Gomez	11/02/10	704 Mozelle Pharr, Texas 78577 956-668-8839 ncerservice@yahoo.com

***VIA EMAIL:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

MEMORANDUM

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: November 9, 2010

RE: Bid No. 2010-290-11-08-MEG -Hidalgo County Sheriff's Office
"Maintenance & Repair of Kitchen Equipment & Appliances @ Jail"

We have received three (3) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Wednesday November 17, 2010 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday November 30, 2010.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Hobart	out of three bids received, two are out of specifications.

BUDGET ACCOUNT: 10-1100-423-21-280-002-0-432

A. Sonny Martinez 11-22-10

Authorized Signature Printed Name Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-290-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC** d/b/a **Hobart Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** 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 (on an as needed basis)**, commencing on **December 17, 2010** and expiring on **December 16, 2011**, but in no event to exceed the $50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All 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 employment of Company who operate such 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 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:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	ITW Food Equipment Group, LLC d/b/a Hobart Service 1200 East Hackberry, Suite # C McAllen, Texas 78501

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, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ITW Food Equipment Group, LLC d/b/a Hobart Service

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ: 2010-290-11-08-MEG

1. Request for Sealed Quotes Letter, consisting of __1__ page.
2. Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Bidder/Vendor Application, consisting of __2__ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 2, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2010-290-11-08-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

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

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

Sincerely,

Elena Gomez, Buyer
Hidalgo County Purchasing Department

Enclosures

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: November 08, 2010

Contact Person:

Elena Gomez, Buyer
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 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2010-290-11-08-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 5:00 p.m., MONDAY, NOVEMBER 08, 2010 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 IN REFERENCE TO RFSQ. NO. 2010-290-11-08-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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 card 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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** 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 Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 5:00 PM	**November 08, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2010-290-11-08-MEG

To: Elena Gomez, Buyer
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 Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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 hercof.

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

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

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

SPECIFICATIONS:
Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

REQUIREMENTS:

- REPAIR SERVICE: All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- REPLACEMENT PARTS: All replacement parts will be provided pursuant to the term contract.
- SERVICE CALLS: All service call will have a response within twelve (12) hours.
- All services will be done on an **"As Needed Basis".**

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.
3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.
5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.
8. 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.
9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

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 quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Thursday November 4, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 5, 2010 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D
20	RW132W	1 SEC HOT BOX WIDE	058327-C
21	RW132W	1 SEC HOT BOX WIDE	058328-C
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435
23	84186	BUFFALO CHOPPER	561-146623
24	2612C	FOOD SLICER	146745/146747
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. **N/A if not applicable**

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177		
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677		
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552		
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553		
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554		
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555		
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556		
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557		
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558		
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559		
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770		
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515		
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777		
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299		
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300		
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C		
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063		
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01		
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D		
20	RW132W	1 SEC HOT BOX WIDE	058327-C		
21	RW132W	1 SEC HOT BOX WIDE	058328-C		
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435		
23	84186	BUFFALO CHOPPER	561-146623		
24	2612C	FOOD SLICER	146745/146747		
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438		

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE #: ( )_____FAX NO. :( )_____

CELL # _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT $ OTHER THAN EA ACC AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE – EA EMPLOYEE $ E.L. DISEASE – POLICY LIMIT $

SAMPLE

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

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

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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 FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ 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
___ ___ ____

or

Employer identification number
_____

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "B"

VENDOR'S SEALED QUOTES

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification. N/A if not applicable

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177	—	—
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677	—	—
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	846.00	846.00
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	846.00	846.00
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	846.00	846.00
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	846.00	846.00
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	846.00	846.00
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	846.00	846.00
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	846.00	846.00
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	846.00	846.00
11	5GR865F-SEFCAA	BATTERIED FRYERS W F	481395770	3010.00	3010.00
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	354.00	354.00
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777	497.00	497.00
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2616.25	2616.25
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2616.25	2616.25
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	540.00	540.00
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	843.00	843.00
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924910-01	4717.00	4717.00
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	705.00	705.00
20	RW132W	1 SEC HOT BOX WIDE	058327-C	837.00	837.00
21	RW132W	1 SEC HOT BOX WIDE	058328-C	837.00	837.00
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435	592.00	592.00
23	84186	BUFFALO CHOPPER	561-146623	459.00	459.00
24	2612C	FOOD SLICER	146745/146747	319.00	319.00
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438	474.00	474.00

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: Hobart Service

ADDRESS: 1200 E. Hackberry #C

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE #: (956) 618-1817 FAX NO.: (956) 618-1983

CELL # 956-587-1904

AUTHORIZED SIGNATURE:

PRINTED NAME: James S. Weppard

TITLE: Branch Manager

EXHIBIT "C"

INSURANCE REQUIREMENTS

MEMORANDUM OF INSURANCE	DATE 08-Nov-2010

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co.A ZURICH AMERICAN INSURANCE COMPANY
INSURED ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	Co.B AMERICAN ZURICH INSURANCE COMPANY
	Co.C
	Co.D

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 MEMORANDUM 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 9373453-07 (US)	01-Nov-2010	01-Nov-2011	GENERAL AGGREGATE	USD $2,000,000
					PRODUCTS - COMP/OP AGG	USD $2,000,000
					PERSONAL AND ADV INJURY	USD $2,000,000
					EACH OCCURRENCE	USD $2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD $500,000
					MED EXP (ANY ONE PERSON)	USD $10,000
A	**AUTOMOBILE LIABILITY** ANY AUTO	BAP 9373447-07 (AOS)	01-Nov-2010	01-Nov-2011	COMBINED SINGLE LIMIT	USD $3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	**WORKERS COMPENSATION /**	WC 9373451-08 (AOS Ded)	01-Nov-2010	01-Nov-2011	WORKERS COMP LIMITS	Statutory
A	**EMPLOYERS LIABILITY** THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE:	WC 9373452-08 (Retro - ID, WI)	01-Nov-2010	01-Nov-2011	EL EACH ACCIDENT	USD $1,000,000
					EL DISEASE - POLICY LIMIT	USD $1,000,000
					EL DISEASE -	USD

	INCLUDED				EACH EMPLOYEE	$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE	**DATE** 08-Nov-2010

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PRODUCER	**INSURED**
Marsh USA Inc. ("Marsh")	ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States

ADDITIONAL INFORMATION

* GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ACCESSORIES MARKETING
ACME PACKAGING
ACME PACKAGING SYSTEMS
ACME DISTRIBUTOR SALES
AIM COMPONENTS
AIR MANAGEMENT
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS
ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AVERY-WEIGH-TRONIX
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BAYSHORE TRUCK EQUIPMENT COMPANY
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BLUE RIDGE PLASTICS, LLC

BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTIRES
FUTURA COATINGS

GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS
HARTNESS INTERNATIONAL (GENERAL LIABILTIY & AUTOMOBILE)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ION SYSTEMS, INC.
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MONROE PACKAGING
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA

NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCH PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.
POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS

SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE
SIMCO
SIX STATES DISTRIBUTORS, INC.
SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
SLIME
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPARTAN COMPUTER SERVICES
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STANDARD PARTS CORPORATION
STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
STERO
STRETCH PACKAGING SYSTEMS
SUNRISE ARKANSAS
SUPERB PRODUCTS
SUPERIOR SPRING COMPANY
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
SWITCHES
TACC
TECH SPRAY
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
TRUCK PARTS SPECIALISTS, INC.
TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
U-JOINTS, INC
U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
UNITED SILICONE
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN-HART
WACHS SUBSEA, LLC
WAREHEIM AIR BRAKES, INC.
WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE-
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES"
RSFQ NO. 2010-290-11-08-MEG

#	DESCRIPTION &	serial #	R & J Repair dba National Commercial	Commercial Kitchen	Hobart Corp
1	BRAISING PAN, ML52351	46-2002177	$59.00 per hr + parts	$79.00 per hr + parts	n/a
2	BRAISING PAN, ML52351	46-2004677	$59.00 per hr + parts	$79.00 per hr + parts	n/a
3	VULCAN GAS CONVECTION	481396552	$59.00 per hr + parts	$79.00 per hr + parts	846.00
4	VULCAN GAS CONVECTION	481396553	$59.00 per hr + parts	$79.00 per hr + parts	846.00
5	VULCAN GAS CONVECTION	481396554	$59.00 per hr + parts	$79.00 per hr + parts	846.00
6	VULCAN GAS CONVECTION	481396555	$59.00 per hr + parts	$79.00 per hr + parts	846.00
7	VULCAN GAS CONVECTION	481396556	$59.00 per hr + parts	$79.00 per hr + parts	846.00
8	VULCAN GAS CONVECTION	481396557	$59.00 per hr + parts	$79.00 per hr + parts	846.00
9	VULCAN GAS CONVECTION	481396558	$59.00 per hr + parts	$79.00 per hr + parts	846.00
10	VULCAN GAS CONVECTION	481396559	$59.00 per hr + parts	$79.00 per hr + parts	846.00
11	BATTERIED FRYERS W/F	481395770	$59.00 per hr + parts	$79.00 per hr + parts	3010.00
12	FOUR OPEN TOP BURNER	481393515	$59.00 per hr + parts	$79.00 per hr + parts	354.00
13	MED DUTY GAS RANGE	481394777	$59.00 per hr + parts	$79.00 per hr + parts	497.00
14	VULCAN ELE FULL SIZE	481398299	$59.00 per hr + parts	$79.00 per hr + parts	2616.25
15	VULCAN ELE FULL SIZE	481398300	$59.00 per hr + parts	$79.00 per hr + parts	2616.25
16	20" TWIN SUPER CARBO	WT3817900C	$59.00 per hr + parts	$79.00 per hr + parts	540.00
17	GRIDDLE **OBSOLETE	601111063	$59.00 per hr + parts	$79.00 per hr + parts	843.00
18	SCT-768 STERO DISHWA	6924010-01	$59.00 per hr + parts	$79.00 per hr + parts	4717.00
19	HYDROBLEND HWB UNIT	WT3817900D	$59.00 per hr + parts	$79.00 per hr + parts	705.00
20	1 SEC HOT BOX WIDE	058327-C	$59.00 per hr + parts	$79.00 per hr + parts	837.00
21	1 SEC HOT BOX WIDE	058328-C	$59.00 per hr + parts	$79.00 per hr + parts	837.00
22	STEAM KETTLE GT100E	271132435	$59.00 per hr + parts	$79.00 per hr + parts	592.00
23	BUFFALO CHOPPER	561-146623	$59.00 per hr + parts	$79.00 per hr + parts	459.00
24	FOOD SLICER	146745/146747	$59.00 per hr + parts	$79.00 per hr + parts	319.00
25	MIXER BASE & PEDESTALUNIT	311238438	$59.00 per hr + parts	$79.00 per hr + parts	474.00
TOTAL			*	*	**$ 26,184.50**

***Incomplete submission as parts are not included as requested by Hidalgo County**

AI-24217 **20.A.7.**

Excess Workers' Compensation Insurance

CC REGULAR

Date:	12/07/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Discussion and action to award to McGriff, Seibels & Williams and approval of final negotiations (including best and final offers for RFP No. 2010-267-10-27-OTM “Hidalgo County-Excess Workers’ Compensation Insurance” (as selected by CC on 11-30-10);

b. Requesting approval to purchase the insurance coverages and/or services for RFP No. 2010-267-10-27-OTM “Hidalgo County-Excess Workers’ Compensation Insurance”, as described in the RFP Proposal-Premiums & Fee Schedule as submitted by and through McGriff, Seibels & Williams.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $181,485.00 as of 12/2/10.

Attachments

Link: BAFO n ackn excess 10.267otm

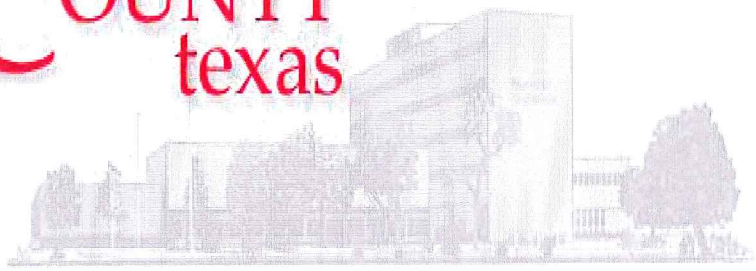
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 11:31 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 11:40 AM	APRV
3	Olga Garza	Olga Garza	12/02/2010 03:38 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Yvette Islas Started On: 12/01/2010 01:48 PM

Final Approval Date: 12/03/2010

HIDALGO COUNTY
texas



RFP No: 2010-267-10-27-otm

Excess Workers' Compensation Insurance Best and Final Offer

Due at 1:00 P.M., December 1, 2010

Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President
McGriff, Seibels & Williams of Texas, Inc.
5080 Spectrum Drive, Suite 900E • Addison, TX 75001
Phone: (469) 232-2100 • Fax: (469) 232-2101
www.mcgriff.com

HIDALGO COUNTY
texas

BEST AND FINAL OFFER

Star Insurance Company
A.M. Best Rating A- IX

Coverages	Limits of Liability	Self-Insured Retention	Premium & Fees
General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate	$1,000,000 Each Occurrence	$160,000.00 Flat
Workers' Compensation	Statutory	$350,000 Each Occurrence	Included Above
Employer's Liability	$1,000,000	$350,000 Each Occurrence	Included Above

1. **Only one SIR applies in the event more than one coverage is involved in a single occurrence (ie: GL/LEL)**
2. **Coverage is written on an occurrence form.**
3. **Premium shown is flat – not subject to audit.**
4. **Limitation on Mold/Fungi for GL Coverage is $500,000.**
5. **Three (3) Year Rate Guarantee.**

M•S•W

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Johnny Fontenot, Executive Vice President
McGriff, Seibels & Williams of Texas, Inc.

Via email: jfontenot@mcgriff.com
sshoemake@mcgriff.com

From: Yvette Islas, Buyer III
Hidalgo County Purchasing Department

Date: November 30, 2010

Re: Best and Final Offer for -"Excess Workers' Compensation Insurance"
RFP NO: 2010-267-10-27-OTM

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, November 30, 2010, please be advised that it has been approved by Hidalgo County Commissioner's Court to accept the response submitted by your organization as "qualified" and to enter into negotiations with County Of Hidalgo for the above referenced project with you.

Hidalgo County is requesting for consideration for a "Best and Final Offer" for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best And Final Offer" by Wednesday, December 01, 2010, by 1:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, December 7, 2010, for approval of the "Best And Final Offer" and approval of purchase of "Excess Workers' Compensation Insurance."

Please submit Fee Schedule

We ask that you approve by signing below acknowledgment of receipt of this memo and via email to yvette.islas@co.hidalgo.tx.us, with your "Best and Final Offer" response.

Signed: _____ **Title:** Executive Vice President

Printed Name: Johnny Fontenot

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-23928 **20.A.8.**

Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life & Accidental Death & Dismembermen

CC REGULAR

Date:	12/07/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation by consultant, Alamo Insurance Group, of scoring grid with recommendation on the responses received for: Group Term Life-Accidental Death and Dismemberment for formal ranking by Commissioner's Court so as to proceed with award:

	Provider	Score/Grade	Rank
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

b. Approval to award to the number one (1) ranked firm of_____ with authority to purchase policy or policies for: Group Term Life-Accidental Death and Dismemberment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** see below

FUNDS AVAILABLE Y/N?: see below **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

1-2201-415-00-115-010-0-350.....$1,500,000.00 available balance as of 12/02/10.
1-2201-415-00-115-010-0-524.....$1,600,000.00 available balance as of 12/02/10
1-3401-202-00-000-016-0-000.....Liability account (a/p)

Attachments

Link: BACKUP

Link: Participation-Acceptance Sheet-Evaluation Form and Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 04:04 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 04:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/02/2010 04:48 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 11/10/2010 01:36 PM

Final Approval Date: 12/03/2010

Gary R. Looney, **REBC**
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 930-6665 Fax: (210) 930-1838

Memorandum

Date : December 7, 2010
TO : Hidalgo County Commissioner's Court

Ramon Garcia	County Judge
Joel Quintanilla	Precinct 1
Hector (Tito) Palacios	Precinct 2
Joe Flores	Precinct 3
Oscar Garza	Precinct 4

From : Gary Looney REBC
RE : Group Term Life Insurance

Ramon Garcia County Judge

Pursuant to the Request for Proposals for, Group Term Life and Accidental Death and Dismemberment RFP No. 2010-09-22-YZV" I have completed my analysis and scoring of the proposals submitted. We have reviewed the proposals and submit the scoring grid attached.

It is my recommendation that the Group Term Life Insurance be awarded to BCBS through their subsidiary company Dearborn National Life Insurance Company. There were three primary concerns.

1. Provisions in the actively at work clause
2. Multiple year rate guarantees
3. Enrollment and service assistance

Dearborn National has adjusted their actively at work provisions to our suggested definitions, they have provided a 3 year rate guarantee, and the enrollment/administrative services will be provided by the current local BCBS representative.

Thank you for your confidence in my efforts on behalf of Hidalgo County.

Gary Looney
Sr VP Alamo Insurance Group

CC: Martha Salazar Purchasing Agent
Raul Silguero Budget Division

Hidalgo County Life Insurance Scoring Grid

CARRIER	ING	BCBS	UNUM	SUNLIFE	LINCOLN		
							100
CARRIER	#1	#2	#3	#4	#5	**Max Pts**	
Premium Rate for Basic Life and ADD	55	55	40	60	47	60	60.00%
Age Reduction Formula	6	6	6	6	6	6	6.00%
Actively at Work provisions	6	6	0	4	0	6	6.00%
Multiple Year Rate Guarantee	0	7	7	7	7	7	7.00%
Portability	0	4	4	4	0	4	4.00%
Convertablity	3	3	3	3	3	3	3.00%
Administrative Help Enrolling	5	5	5	0	5	5	5.00%
Web Based capability	4	4	4	4	4	4	4.00%
Enhancements	2	5	3	5	2	5	5.00%
Point Total	81	95	72	93	74	100	

Alamo Insurance Group
12/7/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY –HIDALGO COUNTY DRAINAGE DISTRICT #1**

PROPOSAL ACCEPTANCE DATE: **September 29, 2010 (PER ADDENDUM I)**	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

PROPOSAL NO: 2010-228-09-22-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	HEALTH SMART IRVING, TEXAS	√	√
#2	ING EMPLOYEE BENEFITS ADDISON, TEXAS	√	√
#3	JEFF EVERITT & ASSOCIATES (AGENT	√	√
#4	SUN LIFE FINANCIAL HOUSTON, TEXAS	√	√
#5	UNUM HOUSTON, TEXAS	√	√
#6	AETNA INC.	√	√
#7	BLUE CROSS BLUE SHIELDS RICHARDSON, TEXAS	√	√
#8	BOD TREVINO INS. AGENCY	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCD SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: September 29, 2010 (PER ADDENDUM I)	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

PROPOSAL NO: 2010-228-09-22-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#9	PURO ASEGURO INC PHARR TEXAS	√	√
#10	SWATNER & GORDON CORPUS CHRISTI, TX	√	√
#11	WEB-TPA IRVING, TX	√	√
#12			
#13			
#14			
#15			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 **RFP ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:
"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment" **RFP NO.:** 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Requested: 8/23/10 @4:10 p.m. RGV Statewide Ins. Agency LLC	IP	Juan tijerina@ymail.com YZV	9/01/10	5317 N. McColl Rd. Ste 113 McAllen, TX 78504 Tel:(956) 655-7033
2Requested 8/24/10 @ 8:49 a.m. Tom Renick-Dallas, TX Specialize Billing(Not Interested)	TR	(972)248-9708	9/01/10	(NOT INTERESTED)
3Requested 8/24/10 @9:41 a.m. Entrust, INC Roberto Pflaumer	EM	rpflaumer@entrustinc.com	9/01/10	14701 St Mary's Lane, Ste150 Houston, TX 77079 Tel: (281-368-7878 x 180
4Requested 8/25/10 @ 8:25 a.m. RGV Statewide John Garza	IP	Jg3183@aol.com	9/01/10	5317 N. McColl Rd. McAllen, TX 78504 Tel: (956) 429-3211
5Requested 8/25/10 @ 9:14 a.m. Melba Figueroa Puro Aseguro INC.	IP	melba@puroaseguro.com rr@puroaseguro.com	9/01/10	514 South I Road Ste A Pharr, TX 78577 Tel: (956) 328-9075
6Requested 8/25/10 @9:15 a.m. Joe Halow Assured Benefits Administrators, INC	EM	jhalow@abadmin.com	9/01/10	4855 N. Mesa, Suite 130 El Paso, TX 79912 Tel: (800) 247-7114
7Requested 8/25/10 @ 11:50 a.m. Leann Barzee AmeriBen(IEC Group)	EM	lbarzee@ameriben.com	9/01/10	3449 E. Copper Point Dr. Meridian, ID 83642 Tel: (800) 786-7930 X9591
8Requested 8/25/10 @ 1:20 p.m. Mary Beth Hilburn ING Employee Benefits	EM	marybeth.hilburn@us.ing.com	9/01/10	15455 Dallas Parkway Ste 1250 Addison, TX 75001 Tel:(800)955-6965
9Requested: 8/25/10 @ 1:56 p.m. Trey Tollett Swantner & Gordon Ins. Agendcy LLC	EM	jtollett@s-gins.com	9/01/10	500 N Shoreline, Ste 1200 Corpus Christi, TX 78471 Tel:(361) 883-1711
10Requested: 8/26/10 @ 8:41 a.m. Cris Solis Valley Risk Consulting, INC	EM	cris@vrctx.com	9/01/10	1200 Fresno McAllen, TX 78501 Tel (956) 664-1430
11Requested: 8/30/10 @1:11 p.m. Becky Silva Texas Insurance Service Center, INC.	EM	becky@txisc.com	9/01/10	521 S. 77th Sunshine Strip Harlingen, TX 78550 Tel(800) 750-0490

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

RFP ACCEPTANCE DATE:SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:
"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

RFP NO.: 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
12Requested: 8/30/10 @3:26 p.m. Heather Caile United Healthcare	EM	Heather_h_caile@uhc.com	9/01/10	6200 Northwest Parkway San Antonio, TX 78249 Tel:(210) 481-2962
13Requested: 8/31/10 @10:50 a.m. Merrilyn Kroll Group Benefit Services	EM	Lgw11@comcast.net	9/01/10	9291 SE Duncan Street Hobe Sound, FL 33455 Tel:(877) 877-3021
14Requested:8/31/10 @12:38p.m. Lyle R. Burns Delta Health Systems	EM	Lyle.burns@delapro.com	9/01/10	5343 N. 16th Street, Ste 470 Phoenix, AZ 85016 Tel: (602) 265-1873
15Requested: 9/01/10 @10:00a.m. Ramona Lopez Bob Treviño's Office	IP	Signature	9/01/10	819 N. I. Road Pharr, TX 78577
16Requested: 9/01/10 @2:28 p.m. Tom Martin Doctors Hospital @ Renaissance	EM	t.martin@dhr-rgv.com	9/01/10	5501 South McColl Rd. Edinburg, TX 78539 Tel: (956) 362-3082
17Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrators INC	EM	Jonathan.sheedy@cigna.com	9/02/10	2700 Post Oak Blvd, Ste700 Houston, TX 77056
18 Requested: 9/2/10 @ 11:13 a.m. John Weitzel Hartford Life	EM	John.weitzel@hartford.com	9/03/10	P. O. Box 4611 Houston, TX 77210-4611
19 Requested: 9/2/10 @ 11:13 a.m. Lincoln Financial Group Cas Joseph Petkovic	EM	cas.petkovic@lfg.com	9/02/10	1155 Dairy Ashford, Ste 209 Houston, TX 77079
20 Requested: 9/2/10 @ 11:13 a.m. Wes Goode METLIFE	EM	wgoode@metlife.com	9/02/10	5400 LBJ Freeway Ste100 Lockbox 30 Dallas, TX 75240
21 Requested: 9/2/10 @ 11:13 a.m. Randy Martin Prudential	EM		9/02/10	8117 Preston Rd, Ste 600 Dallas, TX 75225
22 Requested: 9/2/10 @ 11:13 a.m. Dayton Hoffman Standard Insurance Company	EM	dhoffman@standard.com	9/02/10	13750 San Pedro, Ste 440 San Antonio, TX 78232

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:
"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

RFP NO.: 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
23.Requested: 9/2/10 @ 11:13 a.m. Scott Sandusky Sun Life Financial	EM	Scott.sandusky@sunlife.com	9/02/10	919 Congress Ave # 400 Austin, TX 78701
24Requested: 9/2/10 @ 11:13 a.m. Julie Rickman UNUM	EM	jrickman@unum.com	9/02/10	5840 Legacy Circle Ste D2 Plano, TX 75024
25 Requested: 9/2/10 @ 11:13 a.m. Louie Heerwagen Aetna National Accounts	EM	heerwagenl@aetna.com	9/02/10	2777 Stemmons Freeway, Ste300 Dallas, TX 75207
26 Requested: 9/2/10 @ 11:13 a.m. Hector Licon BCBSTX	EM	Hector_Licon@bxbstx.com	9/02/10	8200 IH-10WEST, Ste 420 San Antonio, TX 78230
27 Requested: 9/2/10 @ 11:13 a.m. Jana Gasper Humana	EM		9/02/10	8431 Fredreicksburg Rd, S 500 San Antonio, TX 78229
28 Requested: 9/2/10 @ 11:13 a.m. Dennis Ellis United Healthcare	EM	Dennis_ellis@uhc.com	9/02/10	6200 Northwest Parkway San Antonio, TX 78249q
29Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrator inc	EM	ericwright@maa-tpa.com	9/02/10	3121 Quail Springs Parkwa Oklahoma City, OK 73134
30 Requested: 9/2/10 @ 2:44 p.m. Tracy Carman WEB-TPA	EM	tcarman@webtpa.com	9/02/10	8500 Freeport Parkway South, Suite 400 Irving, TX 75063
31Requested: 9/3/10@9:04 a.m. Jesus A. Rodriguez MetLife Resources	EM	jarodriguez@metlife.com or rodrije@aol.com (not to mail if necessary will come by to pick-up) YZV	9/03/10	929 E. Esperanza Ste 13 McAllen, TX 78501 Tel: (956) 624-8042
32Requested: 9/13/10 Zachary J. Zuckerman First Niagara Benefits Consulting	EM	Zachary.zuckerman@fnrm.com YZV	9/13/10	126 North Salina St. Ste 6 Syracuse, NY 13202 Tel:(315) 461-1282
33 Requested: 9/15/10 Ruben Garza Lone Star Insurance Agency	IP/EM	garza@lonestar-ins.com YZV	9/15/10	520 E. Nolana Ave. Ste 11 McAllen, TX 78504 Tel: (956) 682-1742

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:
"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

RFP NO.: 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
34Requested 09/17/2010 William Watkins HealthSmart Holdings, INC	EM	William.watkins@healthsmart.com YZV	9/17/10	222 W. Las Colinas Blvd Ste 600 N Irving, TX 75039 Tel: 214-574-3977
35. Requested 09/22/2010 Toni Garcia County Court at Law No. 1	EM	Toni.garcia@co.hidalgo.tx.us or tonig3cm@yahoo.com YZV	9/22/10	100 N. Closner, 3rd Floor Edinburg, TX 78539 Tel: 956-318-2375`

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

RFP EVALUATION FORM

"THIRD PARTY ADMINSTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDERD MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMERMBERMENT"

Hidalgo County will conduct a comprehensive, fair and impartial review of all proposals received in response to this RFP. Each "Proposal" will be analyzed to determine overall responsiveness and qualifications

SECTION I-ADMINISTRATION

PRICING (100 POINTS)

Administrative Fees	Primary Cost for Claims Administration
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold
Performance Guarantee Service	What is carrier willing to put at risk on administration services
Multiple Year Rates	Guarantee of future cost on admin fees
Enrollment Expense i.e. Booklets	Straight comparison of cost
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims
Set Up Fees	Initial Deposit required to initiate program

STOP LOSS (100 points)

Premium Cost	Straight premium cost
Lasers	Increased liability due to increased deductible on certain claimants

NETWORK DISCOUNT (400 POINTS)

Percentage Discount (allowable) charges against (billed-ineligible) charges
OON Charges Verified Charges

SECTION II – NETWORK PROVIDERS

NETWORK PROVIDERS – ACCESS (100 POINTS)

Hospitals	Are all hospitals in the network
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist
Doctors – Specialist	Are there sufficient number of Specialist
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson
Urgent Care Centers	Are UCC in networks
Transplant Options	Is there a Transplant contract required

SECTION III – PHARMACY

PHARMACY (100 POINTS)

Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order
Formulary	Any ?2 tier, 3 tier, 4 tier, Specialty Meds
Rebates	Pre-determined and credited; calculated per script and applied; how much and when
Access	Network of pharmacies, Mexico
Transparency	True cost of Rx disclosed
Preferred Local Pharmacy	Local non chain pharmacies included
Reporting Capabilities	Required reports available Per Script reporting

SECTION IV – TECHNOLOGY

TECHNOLOGY (50 POINTS)

Website Access	By insured for administrative services (enrollments, terms, tracking)
Telephone Access	By employee and by administration for problem solving
Ability to Duplicate Current Plans	Flexibility to match current plan design
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access
Employee Access	Employee able to review EOBs and other claim information

SECTION V – WELLNESS

WELLNESS (100 POINTS)

Disease management	Cardiac, Diabetic, Pregnancy
Wellness tools	Active or Passive tools, Cost of Programs

SECTION VI – ADDITIONAL SERVICES

ADDITIONAL SERVICES (50 POINTS)

Enrollment Services	Who will be doing the enrollment?
Policy Booklets	On line, printed, bilingual, see cost above
Local Office	Where is office, office hours, designated employee, full time
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??
Company's Ability to service account	Who will be daily contact for service?
Financial Capability	Financial strength of vendor especially in current climate
Bilingual Staffing	Spanish Speaking service reps and enrollers required
AM Best Rating	What is rating?
Experience with School Districts	What is experience in dealing with school districts
Industry Experience	What size is company overall

The County's Consultant will review all proposals for completeness. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's Consultant will first evaluate the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. The Consultants will meet with the Hidalgo County's Commissioners Court/Board of Directors to present findings and offer guidance in the evaluation of the proposals submitted. Cost will be evaluated on an equal basis with the technical criteria. The Consultant will present the proposers ranking of said evaluation to Hidalgo County Commissioner's County/Board of Directors.

EXHIBIT "B"
RFP EVALUATION FORM

Selection Criteria		Points	Score
SECTION I			
1. **PRICING**	**(100 POINTS)**		
Administrative Fees	Primary Cost for Claims Administration		
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold		
Performance Guarantee Service	What is carrier willing to put at risk on administration services		
Multiple Year Rates	Guarantee of future cost on admin fees		
Enrollment Expense i.e. Booklets	Straight comparison of cost		
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims		
Set Up Fees	Initial Deposit required to initiate program		
Comments/Rationale for points:		**TOTAL:**	_____
2. **STOP LOSS**	**(100 POINTS)**		
Premium Cost	Straight premium cost		
Lasers	Increased liability due to increased deductible on certain claimants		
Comments/Rationale for points:		**TOTAL:**	_____
3. **NETWORK DISCOUNT**	**(400 POINTS)**		
Percentage Discount (allowable) charges against (billed-ineligible) charges			
OON Charges Verified Charges			
Comments/Rationale for points:		**TOTAL:**	_____
SECTION II – NETWORK PROVIDERS			
1. NETWORK PROVIDERS – ACCESS	**(100 POINTS)**		
Hospitals	Are all hospitals in the network		
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist		
Doctors – Specialist	Are there sufficient number of Specialist		
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.		
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson		
Urgent Care Centers	Are UCC in networks		
Transplant Options	Is there a Transplant contract required		
Comments/Rationale for points:		**TOTAL:**	_____

EXHIBIT "B"
RFP EVALUATION FORM

Selection Criteria		Points	Score
SECTION III- PHARMACY			
1.**PHARMACY**	**(100 POINTS)**		
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order		
Formulary	Any 2 tier, 3 tier, 4 tier, Specialty Meds		
Rebates	Pre-determined and credited; calculated per script and applied; how much and when		
Access	Network of pharmacies, Mexico		
Transparency	True cost of Rx disclosed		
Preferred Local Pharmacy	Local non chain pharmacies included		
Reporting Capabilities	Required reports available Per Script reporting		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION IV – TECHNOLOGY			
TECHNOLOGY	**(50 POINTS)**		
Website Access	By insured for administrative services (enrollments, terms, tracking)		
Telephone Access	By employee and by administration for problem solving		
Ability to Duplicate Current Plans	Flexibility to match current plan design		
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access		
Employee Access	Employee able to review EOBs and other claim information		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION V – WELLNESS			
1. **WELLNESS**	**(100 POINTS)**		
Disease management	Cardiac, Diabetic, Pregnancy		
Wellness tools	Active or Passive tools, Cost of Programs		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION VI – ADDITIONAL SERVICES			
1 **ADDITIONAL SERVICES**	**(50 POINTS)**		
Enrollment Services	Who will be doing the enrollment?		
Policy Booklets	On line, printed, bilingual, see cost above		
Local Office	Where is office, office hours, designated employee, full time		
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??		
Company's Ability to service account	Who will be daily contact for service?		

EXHIBIT "B"
RFP EVALUATION FORM

Financial Capability	Financial strength of vendor especially in current climate		
Bilingual Staffing	Spanish Speaking service reps and enrollers required		
AM Best Rating	What is rating?		
Experience with School Districts	What is experience in dealing with school districts		
Industry Experience	What size is company overall		
Comments/Rationale for points:		**TOTAL:**	
		TOTAL SCORE:	

AGENT _____

EVALUATOR _____ DATE _____

Hidalgo County
Medical RFP Scoring Grid

		Vendor I	Vendor II	Vendor III	Vendor IV
Section 1 ADMINISTRATION					
	Pricing (100 points)				
Administrative Fees	Primary Cost for Claims Administration				
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold				
Performance Guarantee Service	What is carrier willing to put at risk on admin services				
Multiple Year Rates	Guarantee of future cost on admin fees				
Enrollment Expense i.e. Booklets	Straight comparison of cost				
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims				
Set up Fees	Initial Deposit required to initiate program				
	Stop/Loss (100 Points)				
Premium Cost	Straight premium cost				
Lasers	Increased liability due to increased deductible on certain claimants				
	Network Discounts (400 points)				
	Percentage discount: (allowable) charges against (billed - ineligibe) charges				
	OON Charges Verified Charges				
Point Total Section 1		0	0	0	0
Section 2 Network Providers					
	Network Providers - Access (100 Points)				
Hospitals	Are all hospitals in the network				
Doctors - Primary Care	Are there sufficient number of Primary care docs (Family Practice, OB-Gyn, Internist)				
Doctors - Specialists	Are there sufficient numbers of Specialist				
Tertiary Providers	Are there Out patient diagnostic facilities, labs, etc				
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson				
Urgent Care Centers	Are there UCC in network				
Transplant Options	Is there a Transplant contract required				
Point Total Section 2		0	0	0	0
Section 3 Pharmacy					
	Pharmacy (100 Points)				
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail order				
Formulary	Any ? 2 tier, 3 tier, 4 tier, Specialty Meds				
Rebates	Pre-determined and credited; calculated per script and applied;how much and when				
Access	Network of pharmacies, Mexico				
Transparency	True cost of Rx disclosed				
Preferred Local Pharmacy	Local non chain pharmacies included				
Reporting Capabilities	Required reports available Per Script reporting				
Point Total Section 3		0	0	0	0
Section 4 Technology					
	Technology (50 Points)				
Website Access	By insured for administrative services (enrollments, terms, tracking)				
Telephone Access	By employee and by administration for problem solving				
Ability to Duplicate Current Plans	Flexibility to match current plan design				
Ad Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access				
Employee Access	Employee able to review EOBs and other claim information				
Point Total Section 4		0	0	0	0
Section 5 Wellness					
	Wellness (100 Points)				
Disease Management	Cardiac, Diabetic, Pregancy,				
Wellness tools	Active or Passive tools, Cost of programs				
Point Total Section 5		0	0	0	0
Section 6 Additional Services					
	Additional Services (50 Points)				
Enrollment Services	Who will be doing the enrollment?				
Policy Booklets	On line, printed, bilingual, see cost above				
Local Office	Where is office, office hours, designated employee, full time				
Patient Advocacy	Who will be providing service? Home office, Customer Service, On site??				
Company's Ability to service acct	Who will be daily contact for service?				
Finacial Capability	Financial strength of vendor especially in current climate				
Bilingual Staffing	Spanish Speaking service reps and enrollers required				
AM Best Rating	What is rating?				
Experience with School Districts	What is experience in dealing with school districts				
Industry Experience	What size is company overall				
Point Total Section 6		0	0	0	0
Total Points		0	0	0	0

AI-24208 **20.A.9.**

Requesting Approval To Excercise Option to Terminate with TEDSI Infrastructure Group

CC REGULAR

Date:	12/07/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Request by CC member for Hidalgo County to exercise it's option to terminate (under paragraph 7 Termination of Agreement) the current awarded agreement with TEDSI Infrastructure Group, Inc. contracted for, "On Call Project-MPO and HCRMA, Traffic Studies, Etc. " by providing a ten (10) days written notice of termination.

b. Presentation of the approved Hidalgo County Professional Pool of Engineers for the purpose of nominating at least three firms (in order to score, evaluate, rank, negotiate and engage an engineer) in connection with the "On-Call Project-MPO and HCRMA, Traffic Studies, Etc.";

Nominated Firms:

1._____;

2._____;

3._____;

c. Selection/designation/assignment of evaluation committee to score, grade and evaluate the firms nominated so as to have CC rank and proceed with negotiation process for final contract for: On-Call Project-MPO and HCRMA, Traffic Studies, Etc.;

Graders:

_____;

_____;

_____;

_____;

_____;

BACKGROUND

C-10-061-04-13

Fiscal Impact

FISCAL YEAR: 2010/2011 **ACCT. #:** X-1100-429-30-115-029-0-334

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required at this time.

Attachments

Link: TEDSI Contract

Link: Pool of Engineer Services

Link: Pool of Engineer-Expansion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 11:14 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 11:20 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 03:07 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/01/2010 11:00 AM

Final Approval Date: 12/03/2010

AGREEMENT

PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement, made and entered into by and between **Hidalgo County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "the **County**" and **TEDSI Infrastructure Group, Inc.**, hereinafter referred to as the "**Engineer,**"

WITNESSETH:

WHEREAS, the County desires the services of an engineer to provide traffic engineering and general engineering services including studies, design, and other services including but not limited to submittal of official state and federal documents as may be needed in connection with various County projects; and

WHEREAS, the Engineer represents that it is qualified and willing to provide such services;

NOW, THEREFORE, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

CHARACTER OF SERVICES

During the course of this Agreement, the County may give the Engineer written authorizations to perform certain of the following types of engineering services in regard to specific applications specified in said authorizations, and after receipt of each authorization, the Engineer shall perform such of the following types of services in regard to the particular applications as are thereby authorized:

A. REPRESENT COUNTY

1) The Engineer will represent County at MPO Technical Committee meetings and meetings with TxDOT in reference to programming of County roadway projects for funding consideration through the Metropolitan Transportation Plan (MTP).

The Engineer will meet with County personnel to coordinate the details of roadway projects of special interest by each individual precinct to ensure optimal progress of the project on the MTP. The Engineer will provide guidance on all matters related to the MPO and TxDOT. The Engineer will also provide guidance/traffic engineering expertise to each individual precinct on general traffic operations matters. The Engineer will respond to traffic engineering operations inquiries and provide the necessary direction as requested.

2) The Engineer will represent County at the Hidalgo County Regional Mobility Authority (HCRMA) meetings in reference with programming and funding of projects associated with the HCRMA. The minutes of said meeting shall be presented to Commissioners Court within 4 weeks of said RMA Meetings.

B. MULTI-WAY STOP SIGN WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

C. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of

vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services

II.

COMPENSATION AND TIME FOR PERFORMANCE

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

	SERVICE	BASIS OF COMPENSATION	TIME FOR PERFORMANCE (CALENDAR DAYS)
Item A.	COUNTY REPRESENTATION AND TRAFFIC ENGINEERING SUPPORT		
	1. Retainer (HCMPO)	$3,000.00/Month	N/A
	2. Retainer (HCRMA)	$2,000.00/Month	N/A
Item B.	MULTIWAY STOP SIGN		

	WARRANT STUDY		
	1. Three Approaches	$4,000.00/intersection	30
	2. Four Approaches	$4,500.00/intersection	30
Item C.	TRAFFIC SIGNAL WARRANT STUDY		
	1. Three Approaches	$4,500.00/intersection	30
	2. Four Approaches	$4,750.00/intersection	30
Item D.	SPOT SPEED STUDY	$3,500.00/location	15
Item E.	LEFT TURN WARRANT STUDY		
	1. Left Turn Warrant Analysis	$3,500.00/intersection	30
Item F.	SPECIAL STUDIES	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.
Item G.	Other Engineering Services	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.

III.

ENGINEER'S DILIGENCE

The Engineer shall perform services hereunder diligently, such that each authorized service shall be completed within the applicable number of days specified in Section III from the date of receipt of written authorization pursuant to Section I for such service. The Engineer, upon request of the requesting County Department, shall provide such department with written or oral progress reports, as requested, on each such service, which has been authorized by such department hereunder.

IV.

TERM

This Agreement shall commence on the date of approval thereof by the Commissioner's Court of the County and shall end three years thereafter, however, the third year will be considered an optional year which will be in effect unless the County notifies the Engineer in writing 30 days prior to the completion of the second year. If during the said three year period the Engineer has received written authorization from the County to perform a service pursuant to Section I of this Agreement, and the time for performance for such

service (pursuant to Sections III and IV of this Agreement) will extend beyond the said three year term of this agreement, then and in that event, the term of this agreement shall be extended accordingly for the purpose of completing the said authorized service or services only.

V.

PAYMENT

The Engineer shall submit monthly billings from time to time during the performance of the work hereunder and a final bill upon completion of all obligations hereunder. Such billings shall be in a form acceptable to the Hidalgo County Auditor, shall be itemized on the basis of the rates set forth in Section III above, shall be duly certified and sworn to be true and correct by an officer of the Engineer. The Hidalgo County Auditor shall review the said statements and shall approve same, with such modifications, as he may deem appropriate. Subject to the limitations of liability set forth above, County agrees to pay such statements as approved by the Hidalgo County Auditor within twenty (20) days after his approval of same and provided that the approval of such statements shall not be considered to be evidence of performance by Engineer or of receipt or acceptance by the County of the work covered by such statements. The final statement submitted shall certify that all services to be provided pursuant to this Agreement have been performed.
The statements to be submitted by the Engineer to the County hereunder shall be limited to work done and services performed pursuant to this Agreement only. The Engineer shall not include in said statements any work or services performed, required to be performed, or billed under or pursuant to any other agreement, and no compensation shall be allowed or paid by the County to the Engineer hereunder for work or services performed or required to be performed or billed pursuant to any other agreement.

VII.

TERMINATION

County may terminate this Agreement, with or without cause, upon ten (10) days prior written notice to the other party. Upon receipt of such notice, the Engineer shall immediately cease all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of said notice of termination, the Engineer shall submit its statement, showing in detail the services performed under this Agreement, to the date of termination, in accordance with Paragraph VI, above. The County shall then pay the Engineer that proportion of the prescribed charges for each previously authorized service hereunder that the authorized services actually performed at the time of termination bear to the services which had been authorized, less such payments on account of charges as have been previously made. All completed or partially completed sketches, designs, plans and specifications, studies, reports, surveys, tests, data and other documents prepared under this Agreement prior to

the date of termination shall be promptly delivered to the County when and if this Agreement is terminated.

VIII.

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications required or permitted to be given by the County to the Engineer under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to TEDSI Infrastructure Group, 1201 E. Expressway 83, Mission, Texas 78572. All notices and communications required or permitted to be given by the Engineer to the County under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to:

Honorable Rene A. Ramirez
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

IX.

ASSIGNMENT

Neither the County nor the Engineer shall assign, sublet or transfer its obligations under this Agreement without the prior written consent of the other party hereto.

X.

COMPLIANCE AND STANDARDS

The Engineer shall perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the engineering professions to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating in any way to the work to be performed hereunder and the Engineer's performance.

XI.

OWNERSHIP OF DOCUMENTS

The County shall be the absolute and unqualified owner of mylar reproducibles, preliminary layouts, sketches, and other documents prepared pursuant to this Agreement by the Engineer with the same force and effect as if the County had prepared the same. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the express written permission of Hidalgo County.

XII.

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This contract supersedes any prior contract or contracts between the parties hereto with regard to the same terms and provisions contained herein. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting subsequent modifications in writing signed by all parties hereto.

XIII.

TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to persona jurisdiction in Hidalgo County, Texas.

XIV.

COMMITMENT OF CURRENT REVENUES ONLY

In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

XV.

NOTARIZED SIGNATURES OF APPROVAL

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

Name of Firm:	**TEDSI INFRASTRUCTURE GROUP**
Address:	1201 E. Expressway 83
	Mission, Texas 78572
Fed. I.D. #	760128014

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the____day of February 2010 by Jesus Salinas, Executive Vice President, of and on behalf of **TEDSI INFRASTRUCTURE GROUP**.

X
Jesus Salinas,
Principal
TEDSI INFRASTRUCTURE GROUP

EULALIO MUNOZ JR
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-31-2012

Notary Public - Signature

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk

COUNTY OF HIDALGO

Rene A. Ramirez
Hidalgo County Judge

Approved as to Form:
Atlas & Hall LLP

By :

EXHIBIT "B"

Consultant's Rate Schedule

Consultant's Rate Schedule - TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Base Rate* 2010-2012	Contract Rate** 2010-2012
Engineering		
Principal (QC/QA)	$70.00	**$235.20**
Project Manager (VIII)	$60.00	**$201.60**
Sr. Engineer (V)	$55.00	**$184.80**
Project Engineer (III)	$51.00	**$171.36**
Engineer (I)	$48.00	**$161.28**
Sr. Engineering Designer	$42.00	**$141.12**
Environmental Scientist	$33.00	**$110.88**
Engineering Designer	$33.00	**$110.88**
CADD Technician	$26.00	**$87.36**
Clerical	$22.00	**$73.92**

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services,

and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Officials

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2010

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	20427
INSURER B: National Fire Ins. Co.	20478
INSURER C: Continental Casualty Co.	20443
INSURER D: Transportation Ins. Co.	20494
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	1075066054	09/11/2009	09/11/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X 500 Comp Ded X 500 Collision Ded	2097261054	09/11/2009	09/11/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2009	09/11/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2009	09/11/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2009	09/11/2010	Each claim Aggregate	$2,000,000 $2,000,000

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

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

FEB 16 2010 10:40AM BY

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/NICOLE

©ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

HIDALGO COUNTY

Professional Engineering Services
Contract #10-061-04-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A.1. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to represent the County at MPO Technical Committee meetings and guidance to the County Representative at the MPO Policy meetings when required and coordinate meetings with TxDOT in reference to programming of County roadway projects for funding consideration through the Metropolitan Transportation Plan (MTP). The Engineer will meet with County personnel to coordinate the details of roadway projects of special interest by each individual precinct to ensure optimal progress of the project on the MTP. The Engineer will provide guidance to the County on all matters related to the MPO and TxDOT.

PART 2. LUMP SUM COST

The lump sum retainer cost for services under this Work Authorization not to exceed $ 36,000.00. This amount is based upon the monthly costs outlined in the Contract. Engineer shall attend each meeting on behalf of County of the MPO based on billing statements at a rate of $3,000.00 per meeting submitted by Engineer.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section II.A.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **0-1100-429-30-115-029-0-334**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization .

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _2_ Commissioner_Hector "Tito" Palacios, as to content and detail of this Work Authorization No. # _1_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. _2_

BY: Hector Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on April 13, 2010 as indicated below.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

JESUS SALINAS
FOR

By: Eric R. Dietrich, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

By: Rene Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr. – Hidalgo County Clerk

ATTACHMENT

None

HIDALGO COUNTY

Professional Engineering Services
Contract #10-061-04-13
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A.1. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to represent the County at the Hidalgo County Regional Mobility Authority (HCRMA) meetings in reference with programming and funding of projects associated with the HCRMA. The minutes of said meeting shall be presented to Commissioners Court within 4 weeks of said RMA meetings.

PART 2. LUMP SUM COST

The lump sum retainer cost for services under this Work Authorization is not to exceed $ 24,000.00. This amount is based upon the monthly costs outlined in the Contract. Engineer shall attend each meeting on behalf of County of the HCRMA based on billing statements at a rate of $2,000.00 per meeting submitted by Engineer.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section II.A.2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. **0-1100-429-30-115-029-0-334**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _2_ Commissioner Hector "Tito" Palacios, as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on April 13, 2010 as indicated below.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

Jesus Salinas
FOR

By: Eric R. Dietrich, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

By: Rene Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr. – Hidalgo County Clerk

ATTACHMENT

None

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550 Attn: Hector Garza, Branch Manager TEL: 956-423-6826 - FAX: 423-5735 Eladio.garza@psiusa.com Hector.lopez@psiusa.com			X			X			Construction Materials Testing
#02	**Sigler, Winston, Greenwood & Assoc., Inc.** 1604 E. Highway 83 Weslaco, TX 78596 Attn: Wm. R. Shea, P.E., Exec. Vice President TEL: 956-968-2194 –FAX: 968-8300 cindy@siglerwinstongreenwood.com	X	X			X	X	X	X	
#03	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								
#04	**Zarinkelk Engineering Services Inc.** 3033 Chimney Rock Suite 630 Houston, TX 77056 Attn: Roshan Moayed 832-242-2426 Fax: 832-242-2445 Roshan.moayed@zarinkelk.com	X	X						X	
#05	**Ambiotec Civil Engineering Group, Inc.** 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			
#06	**Innovative Civil Engineering Services, Ltd.** **1306 S. F Street Suite A** **Harlingen, TX 78550** **Attn: Jaime M. Cantu, P.E.** **956-428-2443 Fax: 956-202-0491** **icesltd@rgv.rr.com**	X		X						
#07	**Cruz-Hogan Consultants, Inc.** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Colletion & Distribution

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2010-011-01-13-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 13, 2010**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**Ueckert Engineering** 7017 North 10th , Suite 202 McAllen, TX 78501 Attn: William F. Ueckert, Jr., P.E. 956-361-1890 William.ueckert@ueckert-eng.com	X					X			
#09	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com ;rguteng@sbcglobal.net	X							X	
#10	**Halff Associates, Inc.** 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@halff.com	X	X		X	X	X	X	X	
#11	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#12	**Noe Garza Engineers, Inc.** 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriguez@ngeinc.net	X	X							
#13	**Rodriguez Engineering** 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#15	**Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#16	**M Garcia Engineering, LLC** 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#17	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com; eddie@jesaenz.com	X							X	
#18	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#19	**NOT USED**									
#20	**AEC Engineering, LLC.** P.O. Box 480 Edinburg, TX 78540 Attn: Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President 956-380-6558 Fax: 956-380-6110 carlos@aecengineering.net	X					X			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#21	**Barrera Torres Infrastructure, PLLC (BTI)** 7001 N. 10th St. , Suite 300 McAllen, TX 78504 Attn: Rene Barrera, P.E. TEL: 956-687-3355 FAX: 956-992-8801 rene@big-engineering.com	X	X						X	
#22	**Vanguard Engineering** 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#23	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities
#24	**Cobblestone Engineering, Inc.** 2810 Century Court Harlingen, TX 78550 Attn: Ralph M. O'Quinn, P.E., President TEL: 956-423-0235 - FAX: 423-6008 doria@cobblestoneusa.com			X						
#25	**Guzman & Munoz Engineering and Surveying, Inc.** 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#26	**SAMES, Inc.** 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#27	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501 Attn: Martin Vila, PE, Senior Vice President P: 956-682-5332 F: 956-682-5487 mvila@rkci.com			X			X			- Construction Materials Testing - Facilities Engineering - Pavement Consulting

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#28	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#29	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							
#30	**J. F. Fontaine & Associates, Inc.** 2805 Memorial Dr. Ste. B La Feria, TX 78579 Attn: Geroge Lazaro 956-797-3411 Fax: 956-797-3400 gelazaro@aol.com	X								
#31	**Civil Systems Engineering, Inc.** P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#32	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			
#33	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#34	**DOS Logistics** P.O. Box 8337 212 W. 3RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericybarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	
#35	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	
#36	**DBR Engineering Consultants, Inc.** 7001 North 10th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#37	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#38	**Melden and Hunt, Inc.** 115 W. Mcintyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								
#39	The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501 Attn: Alex Gholmieh, P. E., Principal P: 956-687-2539 F: 956-687-2545 alex@thealexgroup.net				X	X		X		

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#40	**Poznecki-Camarillo, Inc.** 5835 Callaghan Road, Suite 200 San Antonio, TX 78228 Attn: Fernando Camarillo, P.E. 210-349-3273 Fax: 210-349-4395 fcamarillo@pozcam.com	X	X	X	X		X		X	*Land Surveying
#41	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#42	**Naismith Engineering, Inc.** 789 E. Washington Stree Brownsville, TX 78520 Attn: Anna A. Smith, P.E. 956-541-1155 Fax: 775-305-2554 asmith@naismith-engineering.com	X					X			*Surveying

4 1 -FIRMS TOTAL (Line No. 19 -WAS NOT USED)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** EXPANSION OF POOL.	RFQ NO: **2010-011A-03-03-MSS**
RFQ ACCEPTANCE DATE: **March 3, 2010**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: AWARD DATE through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Aldana Engineering & Traffic Design, LLC** 720 S. Texas Weslaco, TX 78596 Attn: Albert J. Aldana –President Ph.: 956-968-4373 –Fax: 956-968-5803 aaldana@aetdengineers.com	X							X	Traffic Engineering
#02	**Izaguirre Engineering Group, LLC** 7413 N. La Homa Rd. Mission, TX 78574 Attn: Diana Izaguirre, President Ph: 956-584-0554 –Fax: 956-584-0554 Izaguirre.engineering@yahoo.com	X					X		X	
#3	**PBK** 1300 N. 10th Street, Suite 210 McAllen, TX 78501 Attn: Mark Madorsky, P.E., President, MEP Group Ph: 888-687-1330 –Fax: 956-687-1331 Mark.madorsky@pbk.com	X	X		X	X		X		

3 -FIRMS TOTAL

AI-24176 **20.A.10.**

Renewal/Extension on Voluntary Products

CC REGULAR

Date:	12/07/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion, consideration and action for Hidalgo County to exercise the first of two (2) -one (1) year renewals/extensions options as provided under the specifications/requirements of the RFP-Section 125 Voluntary Products, as follows:

through agent, Alamo Insurance Group for:
a. All State Products/Policies for: Critical Illness; Accidental, Universal Life; Cancer, Heart & Stroke, Term Life;
b. Met Life for:Vision and Dental; and,
c. Unum for Disability.

BACKGROUND

Renewal/Extension commencing February 1, 2011 thru January 31, 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

These are "Voluntary Products" that Hidalgo County offers to its County Employees. It is at the cost of the County Employee and not to Hidalgo County. All products are fiscal responsibility of eligible participants (employees).

Attachments

Link: Exhibit A-Requirements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 04:40 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 08:30 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 03:00 PM	APRV
4	Olga Garza	Olga Garza	12/03/2010 04:11 PM	APRV
5	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Gricelda Villarreal Started On: 11/29/2010 03:29 PM

HIDALGO COUNTY

Request for Proposals
For
"Section 125 Voluntary Insurance Products"

Date: September 8, 2009

RFP No.: 09-350-09-30CGV

Voluntary Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident Plan, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, COBRA Administration, and an Online Enrollment System

Effective Date: ___2/1/2010_____

Proposals Due: September 30, 2009 at 9:30 a.m.

HIDALGO COUNTY
PURCHASING DEPARTMENT

EDINGURG, TX 78539

HIDALGO COUNTY
"Section 125 Voluntary Insurance Products"
RFP No: 2009-350-09-30CGV

Hidalgo County is inviting for sealed proposals from qualified Insurance Carriers to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products including but not limited to: Voluntary Short Term and Long Term Disability, Voluntary Dental, Voluntary Vision, Voluntary Cancer, Voluntary Accident, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, an Online Enrollment System and COBRA Administration. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Section 125 Voluntary Insurance Products" as specified herein. Sealed proposals will be accepted until 9:30 A.M., Wednesday, September 30, 2009. ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Section 125 Voluntary Insurance Products" provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the "Section 125 Voluntary Insurance Products" providers selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, September 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 23, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Physician, 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 Physician, 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 participant fails to comply with Texas Local Government Code Chapter 176. Physicians, 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 PROPOSPECTIVE BIDDER.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY:
Hidalgo County requires submitters, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF PROPOSALS:
In order to be considered all proposals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING- ASIGNMENTS:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

EMPLOYEE ENROLLMENT:
In the event that a provider has not been awarded by the time the County has scheduled open enrollment, then upon Commissioner's Court approval of proposal award, the awarded number one ranked provider(s) must commence enrollment immediately.

Awarded number one ranked provider must make arrangements under the direction of Insurance Division of Benefits through point of contact, Flora Vazquez, Employee Benefits Manager at (956) 318-2663 or email address: flora.vazquez@co.hidalgo.tx.us

SECTION II-RFP REQUIREMENTS:

Please review this document in its entirety. Be sure your proposal is complete, and double check that all forms required to be submitted with your proposal are filled out completely.

Experience /Qualifications: Proposers shall posses the following experience, including but not limited to:

- Must have previous experience within the State of Texas, and will furnish bona fide references within their proposal to substantiate this experience;
- Must provide proof of financial stability to ensure continued services throughout the contract term.

- Proposer certifies they are a duly qualified, capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.
- Specific experience with public entities in the area.
- Must have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

Request for Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP unless otherwise determined by Hidalgo County. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "RFP NO.: 2009-350-09-30CGV – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS" in County's Purchasing Department, 2802 So. Business Hwy 281, Edinburg Texas, on or before 9:30 a.m., Wednesday, September 30, 2009.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 THE FOLLOWING REFERENCE: RFP NO. 2009-350-09-30CGV – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS".

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY. Proposers should add copies of their Professional Liability Insurance.

DURATION OF CONTRACT: The initial term of the contract shall be for a three (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County, Hidalgo County Drainage District #1 or Hidalgo County Appraisal District and any other applicable programs and agencies under Hidalgo County.

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the Section 125 Voluntary Insurance Products to the employees and employees' dependents. The insurance contract will encompass all project-related insurance services, an Online Enrollment System to the County of Hidalgo and Hidalgo County Drainage District No. 1, including, but not limited to, the following:

PART I: Section 125 Voluntary Insurance Products:

A. Voluntary Products:
Short Term and Long Term Disability, Dental, Vision, Cancer, Accident, Critical Illness, Heart/Stroke Insurances;

1. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County;

2. Proposals are to be submitted on the basis of the specifications contained herein. Each proposing company will be required to complete the specific attachment requested. Alternate proposals will also be considered, provided the alternatives are clearly marked as alternates and are clearly explained. All deviations from the specifications must be clearly identified and explained;

3. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty;

4. The Hidalgo County employs approximately 3800 employees;

5. No electronic, telephone, or fax proposals will be accepted. Proposals will only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, hand delivery, etc. Hidalgo County will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened;

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Number Or Copies To Be Submitted:

1. Proposals are to be sealed in an envelope clearly labeled "RFP # 2009-350-09-30CGV- "Section 125 Voluntary Insurance Products". Please submit one (1) original and seven (7) copies of your proposals to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, September 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 23, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3 HIDALGO COUNTY reserves the right to provide copies of all correspondence relevant to this assignment to interested participants.

D. Time Frame

1. The RFP requirements and/or requirement will be available to interested parties on/after, Wednesday, September 9, 2009 at 3:00 P.M.

Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2. The sealed envelopes will be opened in public at 9:30 a.m. on September 30, 2009. The envelopes shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept confidential during the process of proposal negotiations.

3. The parties submitting the selected proposal will be notified on or about October, 2009, of HIDALGO COUNTY's decision.

4. Contract effective date is February 1, 2010

E. Proposals

1. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your proposal (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.
2. Requests for interpretation of the requirements will be provided by Flora Vazquez, Employee Benefits Manager. All such responses will be made in writing. Oral explanations will not be binding.
3. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.
4. Hidalgo County may issue an addendum of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.

F. Guaranteed Rates

All rates shall be guaranteed for at minimum 3 years beginning Feb. 1, 2010.

G. Plan Designs- Requirements and Specifications:

1. The Disability – Long Term/Short Term should be income replacement insurance with different options of elimination periods and benefit periods, i.e., educator/political subdivision plans. Hidalgo County desires an income replacement plan with various periods and maximum benefit periods. Hidalgo County desires this benefit to be offered on a guarantee issue basis annually with no evidence of insurability second year and beyond. Pre-existing condition clause would apply. Your company definition of disability is required – we are seeking at minimum a 3 year own occupation definition - along with offset requirements. We are requesting at minimum a 3 year rate guarantee. Please complete attached format.

2. The Dental Plans offered should include a high and low option. High option must be an Indemnity Plan, while the low option can be either a PPO or a Scheduled type plan. Plans should offer a $25 and/or a $50 deductible, with

endodontic and periodontal services paid at the basic benefit level. Plans should include both child and adult orthodontics. Maximum benefits should start at no less than $1000 per year with an annual rollover benefit type feature. No waiting periods preferred for open enrollment. Request at minimum 3 year rate guarantee. Please complete attached format.

3. The Vision Plan should include a 12-month Exam – 12-month Frames - 12 – month Lenses option with and without eye exam Copay and with and without materials Copay. We are requesting at minimum a $50 wholesale/$130-$150 retail on frames and $130 minimum on contacts. We request at minimum 3 year rate guarantee. Please complete attached format.

4. Cancer plans must be submitted with a high / low option. These products must be offered on a guarantee issued basis for first year's open enrollment. Pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

5. Accident plans must be 24 hour coverage (on and off the job) and be submitted with a high/ low option. These products must be offered on a guarantee issued basis for first year, pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

6. Critical Illness plans must be submitted with a high / low option. Requesting face amounts of $5,000 for the low plan and $10,000 for the high plan. These products must be offered on a guarantee issued basis for first year's open enrollment. Pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

7. Heart/Stroke products must be offered on a guarantee issued basis for first year's open enrollment. Request at minimum 3 year rate guarantee.

H. QUALIFICATIONS

1. All companies (including agents) submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities in Texas. The Company and Agent must have an organization that has demonstrated the ability to deliver cost-effective service and efficient claims processing.
Please enclose a list of at least (3) three South Texas Public Entity references with your proposal.

2. The Company and Agent must provide proof of Insurance for E&O. Minimum of $1,000,000 required. Please enclose a copy with your proposal.

3. The Company must be recommended in the latest edition of A.M. Best's Life Insurance Reports with a general policyholder's rating of A or better. *Please furnish the Best's policyholder rating for each company with which coverage is being quoted*.

4. The Company and Agent must have a willingness to commit to specified levels of performance for service and quality.

5. The Company and Agent must provide sufficient telephone service, preferably toll-free and local service, to handle inquiries directly from plan participants as well as Hidalgo County business officials.

6. The company must have the capability to provide loss run reports on a monthly basis and/or upon request of the school district. Samples of standard financial and utilization reports should be provided in your proposal

7. The selected Company and Agent must provide sufficient representatives and staff for County meetings and during the enrollment process.

8. The selected company should agree to submit monthly billings by employee and dependents showing separate dollar amounts for individual employee(s) and for each of the coverage(s).

I. Other Requirements:

a) Online Enrollment System: The County is seeking an online enrollment system that will consolidate all of the County core and voluntary employee plans.
   - Submit with your proposal your systems capabilities to accomplish this requirement.
   - Include a specific detail description timeline using an effective date of all products effective 02/01/2010.

J. QUESTIONNAIRES AND WORKSHEETS

1. The questionnaires and worksheets provided in this RFP are designed to verify the Proposer's ability and willingness to meet various requirements and expectations about the services provided to Hidalgo County.

2. When responding to the worksheets please be concise yet specific with your answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification.

K. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the requirements, may result in disqualification. It is not intended that exceptions to the requirements will, in and of themselves, result in disqualification.

L. Terms of Contracts

Hidalgo County is seeking a three-year contract with the option to terminate during the term of the contract, or at each anniversary date, with cancellation provisions (except for non-payment) and sixty (60) days notice for non-renewal or plan changes. All products must be guarantee issued.

M. Authorized Signature

Persons who have legal authority to represent the insurer and administrator to the services that are proposed must sign the proposal signature sheet.

N. Continuity of Coverage

All employees and dependents covered by the current plans are to receive immediate coverage under any new plan selected. Continuity of Coverage for current participants is to be on a "no loss-no gain basis" for all insurance coverages.

O. Enrollment

1. The basis for "take-over" is as of February 1, 2010. Each selected provider will be expected to provide trained enrollers to explain benefit provisions during annual enrollment meetings and throughout the year

for newly hired employees. The selected providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings.

2. Hidalgo County will review online web based enrollment applications. Company must be able to transmit information to all selected vendors via EDI feed. Company must be able to capture pin signature and/or electronic signature per carrier specifications.

3. The proposing enrollment system must be able to enroll a single employee in all products offered for 2010 plan year including all voluntary insurance vendors and medical provider. Once the employee has completed their individual enrollment, system must then be able to save the enrollment data, and offer a benefits confirmation sheet. It must then be able to log out and allow new employee to log in and enroll.

4. An employee shall be able to make changes to a benefit election if done within the same enrollment period window. Information and changes shall be stored and be able to provide synchronization of enrolled data to a main data source.

5. *Hidalgo County will not set up premium deductions for any pending application, until policy is issued and confirmations have been sent to County and applicant.*

6. Enrollers will be responsible for providing confirmations of elections and changes to the employee as opted, electronic or mailed copy.

7. Bilingual enrollers are mandatory for classified personnel assistance.

P Connectivity

1. A mandatory requirement is that your company / carrier provide the technology for this benefit enrollment program to be effectively executed, and in a timely manner process the application of the products you are proposing on.

2. Participating carriers must be able to accept enrollment data via web-based enrollment system. The enrollment will be run on laptops and have the capability to send and receive data from the approved carrier's enrollment system data warehouse via electronic data information feeds.

3. The proposing system may require a pre-population of a census from the enrollment system or Excel file, which contains information about an employee. Some general demographic information will be provided to insure validation of current or elected coverage.

4. *If you cannot meet our requirements you should decline as a proposing carrier.*

Q. Responsiveness

1. Your responsiveness and ability to provide customer services, manage and participate in your portion of the open enrollment, including but not limited to, communications, reporting, policy issue and back end data files to set up payroll will be considered. The timeline for accomplishing this project is limited to 90 days and you must guarantee that your company / carrier will be able to have the enrollment eligibility loaded to Payroll by the deadline as described below.

R. FOR INITIAL ENROLLMENT

1. If premiums are paid current, the electronic data is needed by 9:00 am on January 6, 2010.

2. Your proposal must identify all key personnel that will be assigned to administer your insurance product with Hidalgo County. We request a local presence for agency support.

S. Billing & Reconciliation

1. Hidalgo County will require a system that will allow for list billing format if requested. Electronic billing format data of covered members will include the type of product, social security number, first name, last name, monthly premium amount, volume if applicable and carrier/product specifics.

2. For current deductions, this information is needed by the 10th of the month. Billing will be reconciled to payroll deductions, identifying variances and communicated to the carriers for corrections for the following cycle. Remittance will be processed by the 10th day of the following month.

T. Additional Requirements-Attachments for each product proposal shall include:

1. Company Full Benefit Description - include any and all waiting periods
2. Company Limitations and Exclusions Description
3. Specimen Policy
4. Underwriting Specifications for first year and thereafter
5. Pre existing condition clauses
6. Schedule of Rates-four tier rating structure

U. Companies with an A.M. Best rating of A or better are preferred

V. All data developed and submitted in connection with this RFP will be considered property of Hidalgo County.

W. SELECTION CRITERIA:

1. Hidalgo County reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of Hidalgo County.

2. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria:

3. The evaluation criteria will include, but not limited to, the following:

a) Experience

1. Provides voluntary products for similar organizations;
2. Has worked with political subdivisions entities within the State of Texas;
3. Ability to deliver cost-effective services and efficient claims processing experience;
4. Licensed in the State of Texas;

b) Voluntary Benefits

1. Comprehensiveness of benefit offerings

2.Quantitative analysis of benefits versus cost

c) Capacity to Perform Services

1. Representative/Staffing level and specified levels of performance;
2. Adequacy of Resources;
3. Professional of financial stability;
4. On-Line Enrollment System Capabilities;
5. Cobra Administration Experience;

d) Broker / Agent

1. Local office (Within Hidalgo County)
2. Bilingual staffing capabilities;
3. Level of commitment to servicing the account;

Part II: **COBRA ADMINISTRATION SERVICES (GROUP HEALTH PLANS)**

OVERVIEW:

"Group Health Plans" – Includes any plan that is provided to the employees, former employees, or the families of such employees, through insurance or "otherwise". This includes many forms of arrangements such as insured plans, self-funded plans, and informal employer/employee arrangements: i.e. Major Medical Plans, Mental Health Plans, EAP Plans, Dental Plans, Vision Plans, Flexible Spending Accounts, HMP PPO Plans, Drug Programs, and Section 125 Plans. "

I. COBRA ADMINISTRATION:

Qualifying Event Submission – Report qualifying events online, instead of days via mail

- COBRA Initial Rights Notice Submission – Accelerate the process of notifying newly covered employees and their families
- Qualified Beneficiary Takeover Submission – Transfer existing participants to COBRA administrative services as soon as account is set up
- Online Reporting – View entire account history online, including participant detail
- Client Web Site Training Guide – Find answers to questions county might have concerning COBRA Administrative processes or procedures
- COBRA Administration Guide - Find answers to questions county might have concerning COBRA Administrative processes or procedures
- Online Resource Center – Review federal guidelines; have knowledge of latest IRS rulings, DOL opinions, and research current issues and court cases

II. HIPAA Administration:

- Initial Rights Communications
- Certificates of Creditable Coverage, via US Postal Service confirmed mailing service, including COBRA Coverage periods
- Track, maintain and report activities for audit support
- Prepare a tailored "address needed" communication requesting employee to notify employer of accurate address

- Provide a duplicate Certificate of Coverage upon request up to 24 months from the loss of coverage
- Track and respond to HIPAA inquiries
- Bilingual customer support to assist participants
- Prepare Past HIPAA Certificates of Coverage for employees and eligible dependents losing coverage
- Prepare and distribute open enrollment, rate and carrier change communication for active employees and eligible dependents

III. For Participants:

- Online Elections – Our secure online election process is protected by assigning a unique username and password, and is automated so beneficiaries can immediately use the Web Site
- View Account History – Beneficiaries can access their entire account in real time and view elections, payments and plan history
- FAQs – Beneficiaries can mail monthly COBRA payments or have premiums automatically paid through other ACH (payroll) deductions

IV. COBRA Administration Questionnaire:

1. Will you provide timely initial notification of COBRA rights to new participants and qualified beneficiaries?
2. Will you shelter Hidalgo County from non-compliance penalties?
3. Will you provide timely and accurate eligibility and premium reporting?
4. Will you provide toll-free customer service line for qualified beneficiaries?
5. Will you ensure compliance with COBRA requirements?
6. Please provide a sample COBRA administration letter.
7. Will you provide COBRA participant notification as needed (qualifying events notification, notice of change of program i.e. changes in premium rates, billing changes in law, etc...)?
8. Will you monitor government legislation and communicate changes in the law to Hidalgo County and COBRA participants?
9. Will you collect COBRA premium and disburse to all vendors as appropriate?
10. Will you charge to 2% administrative surcharge (for disabled employees)?
11. Who retains the surcharge?
12. Will you handle the COBRA annual enrollment?
13. Will you produce HIPAA certificates on behalf of Hidalgo County to any employees terminating coverage? If so, is there an additional cost for this?

SECTION III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal(s) with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality service and further detailed herein under Exhibit "B"-Selection Criteria.

1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.

2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.

3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county; the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.

4) The Hidalgo County Commissioner's Court, not withstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:

   - Waive any insignificant defect or informality in any proposal procedure.
   - Reject any or all proposals.
   - Reissue a Request for Proposal.

5) Hidalgo County's Enrollment will begin in November, 2009, for a February 1, 2010 effective date of coverage. Please be prepared to have enrollers prepared to enroll for the Month of November through January 2010.

6) A MANDATORY enrollment coordination meeting will be held after the award of this RFP to discuss and instruct on enrollment meetings with the staff of County of Hidalgo after the award of these products.

Proposal Ranking: A "Committee" complies of staffing by the Department of Budget and Management-Insurance Division and Purchasing Department will score and evaluate the proposals and present a grid for recommendation. Thereafter the Hidalgo County Commissioners' Court and the Board of Directors will rank and/or award the proposals.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH SUBMITTAL: Proposers are to provide a fee schedule based on the scope of services.

Number Of Copies To Be Submitted: Hidalgo County requires one (1) original submittal and seven (7) copies.

HIDALGO COUNTY
Agent Felony Conviction Notification
RFP Submission Form

State of Texas legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person of business entity that enters into a contract with a HIDALGO COUNTY must give advance notice to HIDALGO COUNTY if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a HIDALGO COUNTY may terminate a contract with a person or business entity if HIDALGO COUNTY determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. HIDALGO COUNTY must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Agent's Name _____

Authorized Company Official's Name (Printed): _____

☐ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official: _____

☐ B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____

☐ C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):_____

Details of Conviction(s):_____

_____

Signature of Company Official:_____

Date:_____

HIDALGO COUNTY
RFP Submission Form for All Product Lines

References:

1) Provide four current, and four former client references (preferably school districts):

Name of Client	Contact Person	Phone Numbers	Employee Count

HIDALGO COUNTY reserves the right to make any inquiry to any current and or former client whether or not the clients are identified by the offeror in this proposal.

Pricing and Product Summaries:

1) Please complete the worksheets attached to this proposal (Attachment C) in excel and remit in CD form with your proposal.

Product Support:

Please address and respond to the following: Yes or No

1. Your company has the ability to process and issue policies within 2 weeks of the end of enrollment period? _____
2. Your company has the ability to notify Payroll of closed applications within 30 days of rejections? _____
3. Your company has the ability to provide all letters and reports electronically? _____
4. Your company has the ability to provide electronic bill reconciliation to HIDALGO COUNTY? _____
5. Your company's proposed products, riders and amendments are currently filed and approved by the State of Texas? _____
6. Does your company currently have any legal actions pending on any of the products being proposed? _____
7. Does your Agency currently have any legal actions pending on any of the products being proposed? _____

8. Does your company have any actions brought against you by any State Department of Insurance for any of the products being proposed? _____

9. Does your company pay for enroller appointments? _____

11. Your company must disclose all commissions paid to any producer, GA or MGA in each quote submitted.
_____

12. What type of rate guarantees are available? _____

13. What type of notice will you give before raising rates? _____

14. Under what circumstances can your company raise the rates in this proposal? _____

_____

_____

15. Will a Master Contract be issued to HIDALGO COUNTY?_____

16. Will semi-annual claims experience reports be provided to District?_____

If so, provide sample of reports.

HIDALGO COUNTY
Anti-Collusion Certification
RFP Submission Form

By submission of this proposal, the Proposer certifies that:

(1) This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

(2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;

(3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

(4) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

Company Name	Authorized Signature & Title
Address	Type Signatory's Name & Title
	Telephone Number
Federal I.D. #	E-mail address

SUBSCRIBED AND SWORN to before me by the above named_____

On the _____day of _____, 20____.

Notary Public in and for the State of _____

My commission expires:_____

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all General contract terms and conditions as set forth in RFP# 09-350-09-30CGV

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Texas.

I certify that I am authorized to sign as a representative for the offeror:

NAME OF OFFEROR:_____

ADDRESS:_____

FED. ID #: _____

SIGNATURE:_____

NAME (PRINT):_____

TITLE:_____

TELEPHONE NO: _____

FAX NO:_____

DATE:_____

CONTACT NAME: _____

CONTACT TITLE: _____

E-MAIL ADDRESS:_____

TELEPHONE NO: _____

FAX NO:_____

SUBMIT THIS FORM WITH YOUR PROPOSAL

Agent Information:

HIDALGO COUNTY requests the insurance company submit one proposal through the named agent selected by the insurance company. Please provide the following information for the agent selected by the insurance company. If multiple agents are used HIDALGO COUNTY reserves the right to disqualify your quote submission. Please provide the following information for your selected agent.

a) Copy of agent's E & O Insurance certificate._____

b) Name / Address of agent:_____

c) Agent's experience with insurance company (Length of association, number of groups, Premium generated):
_____

_____

d) Will a "Hold Harmless Agreement" with provisions comparable to those presented in the RFP specifications be executed Yes _____No_____

Attachment A:

Available in CD
(all in excel format)

Complete Employee Census
Current Disability Census
Current Dental Census
Current Vision Census

Current Carriers Experience, Brochures & Rates

Attachment C:

Product spreadsheets to be completed by each individual company
Included in CD

Voluntary Products:

1. Disability (Please Specify Long or Short Term)
2. Dental Plans
3. Vision Plans
4. Cancer Plans
5. Accidental Plans
6. Critical Ilness
7. Heart/Stroke

On-Line Services

1. On-Line Enrollment Form

Disability Plan
Please complete information below

Name of Carrier							
Plan Name							
AM Best Rating							
Elimination Periods	0/3, 7/7, 14/14, 30/30, 60/60, 90/90, 180/180						
Benefit Length Maximum	Until age 65 (SSRA)						
Minimum Monthly Benefit Available	$200						
Maximum Monthly Benefit Available (annual compensation divided by 12)	60% of gross annual salary						
Physician Expense (office visit) Benefit							
1st Day Hospitalization Benefit							
Hospital Confinement Benefit							
Partial Disability Benefit							
Return to Work Benefit							
Workplace / Accommodation Benefit							
Survivor Benefit							
Online Claims Tracking							
Pregnancy Benefit							
Disability Definition:							
Disability Payment Definition:							
List all Offsets applicable							
Waiver of Premium							
Portability							
Monthly Rates:							
Elimination Periods:	0/3	7/7	14/14	30/30	60/60	90/90	180/180
Employee Only Rate Per $1000 of Benefit:							

Dental Plans
Please complete format below

Name of Carrier	High Plan		Low Plan	
Plan Name	Voluntary Indemnity			
AM Best Rating				
General Information:	In Network	Out of Network	In Network	Out of Network
UCR		90th %		
Preventive	%	%	%	%
Basic	%	%	%	%
Major	%	%	%	%
Adult & Child Ortho	%	%	%	%
Plan Design Features:				
Annual Deductible	$_____Ind / $ _____Family		$_____Ind / $ _____Family	
Max. Benefit (Calendar Year)	$ _____		$ _____	
Endodontic Coverage	%	%	%	%
Periodontal Coverage	%	%	%	%
Adult and Child Ortho (Lifetime Maximum)	$ _____		$ _____	
Specialists	%	%	%	%
Monthly Rates:	Monthly Rate		Monthly Rate	
Employee Only:				
Employee & Spouse:				
Employee & Child:				
Employee & Family:				

Vision Plan
Please complete format below

Name of Carrier		
Plan Name		
AM Best Rating		
General Information:		
	In Network	Out of Network
Examination Co-pay	$ Co-pay	$
Lenses and/or Frames Co-pay	$ Co-pay	$
Frame Allowance	$ Wholesale	$ Retail
Standard Single Vision Lenses	$ Copay	$
Standard Bifocal Lenses	$ Copay	$
Standard Trifocal Lenses	$ Copay	$
Standard Lenticular Lenses	$ Copay	$
Progressive Lenses	$ Copay	$
Polycarbonate Lenses	$ Copay	$
Tint	$ Copay	$
Ultra Violet Coating	$ Copay	$
Scratch Resistant Coating	$ Copay	$
Anti-Reflection	$ Copay	$
Contact Lenses – Elective	$ Allowance	$
Contact Lenses – Medically necessary	Paid in Full	$
Exam/Lenses/Contacts/Frames Frequencies, ie, 12/12/12/12	/ / / months	/ / / months
Contact Lenses Fitting	$ Copay	$
Contact Lenses Follow Up	$ Copay	$
Lasik Benefit		
Monthly Rates:	Monthly Rates	
Employee Only:		
Employee & Spouse:		
Employee & Child:		
Employee & Family:		

Voluntary Cancer
Please complete format below

Name of Carrier		
Plan Name	Low Plan	High Plan
AM Best Rating		
General Information:		
Initial Diagnosis		
Hosp Confinement		
Extended Benefits		
Intensive Care		
Bone Marrow or Stem Cell		
Drugs/Rx		
Physician Attendance		
Ambulance		
Blood & Plasma		
Physical Therapy		
New / Experimental Treatment		
Prosthesis		
Wellness / Cancer screening		
Chemo/Radiation		
Surgical Procedure		
Waiver of Premium		
Portability		
Monthly Rates:		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		

Voluntary Accident (On and off job)
Please complete format below

Name of Carrier		
Plan Name	Low Plan	High Plan
AM Best Rating		
General Information:		
On & Off Job Coverage		
Accidental Death Benefit		
Employee/Spouse/Child/ren	$ /$ /$	$ /$ /$
Common Carrier Accidental Death		
Dismemberment		
Initial Hospital Accident		
Hosp Confinement – Accident		
Intensive Care-Accident		
Emergency Treatment		
Medical Expense Benefit		
Disability (Primary Insured)		
Specific Sum – Dislocations		
Specific Sum – Fracture		
Prosthesis		
Wellness Benefit		
Major Diagnostic Exams		
Surgical Procedure		
Accident Follow Up Treatment		
Waiver of Premium		
Portability		
Monthly Rates		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		
Underwriting Criteria:		

Voluntary Critical Illness
Please complete format below

Carrier		
Group Critical Illness	Low - $5,000	High - $10,000
AM Best Rating		
Employee:	$5,000	$10,000
Spouse:		
Child/ren:		
Initial Diagnosis		
Coronary artery bypass		
Heart Attack		
Invasive cancer		
In situ cancer		
Major organ transplant		
Renal failure		
Stroke		
Health Screening		
Portability		
Recurrence of a Diagnosis		
Monthly Rates:		
	Employee Only Non Smoker	
Age Banded	$5,000	$10,000
18-35		
36-49		
50-59		
60-64		
65-69		
70+		
	Employee Only Smoker	
Age Banded	$5,000	$10,000
18-35		
36-49		
50-59		
60-64		
65-69		
70+		

Voluntary Heart/Stroke
Please completet format below

Name of Carrier		
Plan Name		
AM Best Rating		
General Information:		
Physician Services		
Hosp Confinement		
Inpatient Drugs & Medicine		
Private Duty Nursing		
Cardiograms		
Drugs/Rx		
Surgery & Anesthesia		
Thromboendarterectomy		
Coronary Artery Bypasss		
Heart Transplant		
Pacemaker Insertion		
Coronary Angioplasty		
Oxygen		
Physiotherapy		
Ambulance		
Cardiac Catherization		
Portability		
Monthly Rates:		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		

Online Enrollment Services
Please complete information below

Name of Carrier	
Plan Name	
AM Best Rating	
General Information:	
Where is your headquarters located?	
# of years in service?	
# of agents that use your service?	
# of clients that use your service?	
# of total lives on system?	
How many enrollees in largest client?	
How many clients are school districts?	
How many clients are counties?	
Will you work with all TRS/BCBS?	
Will your system interact with payroll?	
What is the set up/lead time for case implementation?	
Is your system strictly an online web based enrollment system or can it be done via laptop or notebook?	
If so, do you provide laptops or notebooks?	
If you provide laptops or notebooks is there a cost? If so what is it?	
Do you have a call center available for the open enrollment period? If so, is Spanish language spoken?	
Who is owner of the data in system?	
What is length of contract?	
What is the charge for material changes to system?	Per Hour Rate _____
Does your system map the applications or is the information sent via electronic feed?	
Are the feeds automated?	
Are the feeds HIPAA compliant?	
What is the total # of feed interfaces with carriers to date?	
Does the system hold historical data on feeds?	
If so, is this history viewable by agent & client?	
Will your system accept internal client specific employee id's as identifiers as well as social security #'s?	

Does your system display information in Spanish?	
In the last 90 days, how much down time has your system had? If any please explain.	
When does your system recycle for updates?	
Can the client turn on/off evidence of insurability capabilities?	
How do you drop / cancel / delete / dependants?	
How do you supply drop / cancel / delete information to respective carriers? As drop or change or cancellation?	
Will your system capture/allow both pre tax/post tax calculations?	
What type of system security do you have in place?	
How many back up security locations do you have?	
Does the system have a calculator employees can view as he/she enrolls?	
Can the system capture multiple payroll modes?	
Will EOI auto adjudicate Guarantee Issue amounts on voluntary insurances?	
Can client access all data at will via reporting mechanism?	
What reporting system are reports based on?	
Can reports be scheduled to be delivered to specific parties daily, weekly, monthly, etc? If so, who has capability to accomplish this objective?	
Are Training modules available for continuing education, etc?	
How are second year renewals handled? For positive enrollments?	
How are second year renewals handled? For passive enrollments?	
Can a note section be added to the benefits module for HR purposes?	
What is the cost? Base monthly cost or PEPM?	

Provide a timeline for implementation using an effective date of February 1, 2010.

AI-24118 **20.A.11.**

Request for Approval to Declare Assets in Surplus as Salvage Property
CC REGULAR

Date:	12/07/2010
Submitted By:	Aggie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval to declare as "Salvage Property" (personal property, other than items routinely discarded as waste, that because of use, time accident or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended) for the purpose of disposition to the landfill with the assistance of Precinct 4 and the Purchasing Department - Fixed Asset Division. (Various office equipment and furniture (see attached exhibit).

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several assets that were declared surplus to be broken, weathered and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Items have been depreciated and no longer have value.
No fiscal/budgetary impact.

Attachments

Link: Salvage List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 03:56 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 04:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/01/2010 04:27 PM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:35 PM	APRV

Form Started By: Aggie Garcia — Started On: 11/23/2010 10:45 AM

Final Approval Date: 12/03/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
FIXED ASSET DIVISION
ASSET DISPOSAL THROUGH LANDFILL

ASSET NO.	DESCRIPTION	CURRENT LOC
011649	METAL TABLE (WEATHERED/BROKEN)	ABREGO
013542	OLYMPIA CALCULATOR	ABREGO
013582	IBM SEL TYPEWRITER	ABREGO
013751	IBM SEL TYPEWRITER	ABREGO
013894	IBM SEL TYPEWRITER	ABREGO
013895	IBM SEL TYPEWRITER	ABREGO
013899	JAVALINE GENERATOR W/CABLE J312T	ABREGO
015176	IBM SEL TYPEWRITER	ABREGO
015218	IBM SEL TYPEWRITER	ABREGO
016554	FILE CABINET 4 DWR LATERAL	ABREGO
017010	WYSE MODEL #50 MONITOR	ABREGO
019244	POWERSHRED PS4105 SHREDDER W/STAND	ABREGO
020946	OLIVETTI ET-2500 SP	ABREGO
021448	OIKIDATA 393 MICROLINE PRINTER	ABREGO
021594	RED CLOTH ROLLING SEC CHR W/O ARMS	ABREGO
022286	ICD (CASH DRAWER)	ABREGO
022287	ICD (CASH DRAWER)	ABREGO
022288	ICD (CASH DRAWER)	ABREGO
022289	ICD (CASH DRAWER)	ABREGO

HIDALGO COUNTY PURCHASING DEPARTMENT
FIXED ASSET DIVISION
ASSET DISPOSAL THROUGH LANDFILL

ASSET NO.	DESCRIPTION	CURRENT LOC
022291	ICD (CASH DRAWER)	ABREGO
022295	ICD (CASH DRAWER)	ABREGO
022296	ICD (CASH DRAWER)	ABREGO
022317	ICD (CASH DRAWER)	ABREGO
022390	MITSUBA 286 (COMPUTER)	ABREGO
022638	OLVETTI ET-2500 SP TYPEWRITER	ABREGO
023162	FAX MACHINE SHARP FO-333	ABREGO
024746	SUPER SET 4 TELEPHONE	ABREGO
024747	SUPER SET 4 TELEPHONE	ABREGO
024849	COPY STAR 2054	ABREGO
025763	EPSON AP5000 PRINTER	ABREGO
025854	GRAY SECRETARY ROLLING CHAIR (BROKEN)	ABREGO
025892	BURGANDY SECRETARY ROLLING CHAIR (BROKEN)	ABREGO
027175	ROLLING CHAIR LEGS ONLY	ABREGO
027182	BURGANDY SECRETARY ROLLING CHAIR (BROKEN)	ABREGO
027856	SAVIN 90501 COPY MACHINE	ABREGO
027950	PRINTER - HP (SN# SG42L171QD)	ABREGO
028441	MICROPOLIS LT 1700 W/TOP COV,TRAY	ABREGO
028674	EPSON PRINTER	ABREGO

HIDALGO COUNTY PURCHASING DEPARTMENT
FIXED ASSET DIVISION
ASSET DISPOSAL THROUGH LANDFILL

ASSET NO.	DESCRIPTION	CURRENT LOC
028841	SUPER SET 4 TELEPHONE	ABREGO
029530	CANON QS-200 ELECTRONIC (PRINTER)	ABREGO
030452	IBM LEXMARK WHEELWRITER 2	ABREGO
60-210	SHREDDER (STAPLES)	ABREGO
60-230	BULLETIN BOARDS (2)	ABREGO
60-29	GAS RANGE (6 BURNER)	ABREGO
60-296	HI-BACK CHAIR PEACH	ABREGO
60-297	LOW BACK CHAIR BROWN	ABREGO
70-154	CLOTH ROLLING STOOL W/O BACK	ABREGO
AD0110-104	BOX OF MISC. STAPLERS (18)	ABREGO
AD0110-105	POWER SIFTOR BREAKER BX W/LID	ABREGO
AD0110-106	A/C COMPRESSOR PARTS	ABREGO
AD0110-107	IMPRESSIONS 7SP MONITOR	ABREGO
AD0110-108	COMPAQ MONITOR	ABREGO
AD0110-109	AXION MONITOR	ABREGO
AD0110-14	RED CLOTH/PLASTIC BLK FRME SEC. CHR	ABREGO
AD0110-15	GRAY SECRETARY ROLLING CHAIR (BROKEN)	ABREGO
AD0110-80	HIGH PROWER VOLTAGE METAL CASE	ABREGO
AD0110-82	IBM SEL TYPEWRITER	ABREGO

HIDALGO COUNTY PURCHASING DEPARTMENT
FIXED ASSET DIVISION
ASSET DISPOSAL THROUGH LANDFILL

ASSET NO.	DESCRIPTION	CURRENT LOC
AD0110-83	TYPEWRITER	ABREGO
AD0110-87	TYPEWRITER	ABREGO
AD0110-88	LATHEM PUNCH CLOCK	ABREGO
AD0210-47	MILK CRATE W/MISC DOOR KNOBS (FRM PREV LA MANSION SURPLUS)	ABREGO
AD021-91	FILE CABINET 2 DRW	ABREGO
AD09-230	GUEST CHAIR BLK	ABREGO
AD110-109	AXIO MONITOR	ABREGO
AD2010-1	EXEC. LEATHER HI-BK CHAIR	ABREGO
AD2010-2	SECRETARY CHAIR W/O ARMS	ABREGO
AD2010-3	CLOTH ROLLING STOOL W/O BACK	ABREGO
AD2010-4	RED CLOTH SEC. CHAIR (SEAT ONLY)	ABREGO
AD210-14	BURGANDY SECRETARY ROLLING CHAIR (BROKEN)	ABREGO
H2491	WOOD SHELF (4)	ABREGO
	PHONE SUPERSET 1 MITEL	ABREGO
	SHARP CALCULATOR-COMPET QS-2760A	ABREGO
	IBM TYPEWRITER	ABREGO
	IBM TYPEWRITER	ABREGO
	IBM TYPEWRITER	ABREGO
	IBM TYPEWRITER (4)	ABREGO

HIDALGO COUNTY PURCHASING DEPARTMENT
FIXED ASSET DIVISION
ASSET DISPOSAL THROUGH LANDFILL

ASSET NO.	DESCRIPTION	CURRENT LOC
	WOOD DRW (3)	ABREGO
	METAL CREDENZA (STORAGE)	ABREGO
	WOOD & METAL DRW (17)	ABREGO
	WOOD PLANK (6)	ABREGO
	CHAIR BACK REST (2)	ABREGO
	HOOVER VACUUM BLK	ABREGO
	DESK LT RETURN	ABREGO
	LONG CONFERENCE TABLE	ABREGO
	PIECES OF GLASS (BROKEN)	ABREGO
	WASTEBASKET (BROKEN)	ABREGO
	BURGANDY WAITING CHAIRS (4 BROKEN)	ABREGO
	CEILING FAN (BROKEN)	ABREGO
	GRAY SHELF (BROKEN)	ABREGO
	BLUE STACKABLE CHAIRS (2)	ABREGO
	DRAWERS VARIOUS (5)	ABREGO
	JANITORIAL BUCKETS (2 BROKEN)	ABREGO
	PRINTER PART (BROKEN)	ABREGO

AI-24175 **20.A.12.**

Presentation- RFP - "Financial Advisory Services"

CC REGULAR

Date:	12/07/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

As directed by CC on 11-16-10, separate presentations by the two (2) financial advisory firms of Estrada-Hinojosa and First Southwest in response to the Hidalgo County's RFP for: "Financial Advisory Services" so as to complete the grading/ scoring process by the evaluation committee assigned and selected by Hidalgo County Commissioner's Court.

BACKGROUND

Questions & Answers, by the two (2) firms.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** n/a

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Expenditures are usually part of the disbursement of proceeds from CO or Bond Sales.

Attachments

Link: Participation-Acceptance Sheet

Link: Marty's Email

Link: Commissioner's Court-Nov. 22 Appt. of Evaluators

Link: Estrada-Hinojosa Response

Link: First Southwest Response

Link: Memorandum-Evaluators

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 11:10 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 11:16 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 02:29 PM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:36 PM	APRV

Form Started By: Yolanda Velasquez Started On: 11/29/2010 02:37 PM

Final Approval Date: 12/03/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: NOVEMBER 10 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY "FINANCIAL ADVISORY SERVICES"
RFP NO.: 2010-343-11-10-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Weiver Marketing Associate Requested: April Kleinworterink	Email	april.k@weaverllp.com	10/26/10	12221 Merit Drive, Ste1400 Dallas, TX 75251 Tel:972-490-1970 fax: 972-702-8321
2.Pricewaterhouse Coopers LLP Catherine Chiffert	Email	catherine.chiffert@us.pwc.com	10/26/10	Delaware Tel: 646-471-8864
3.FirstSouthwest Lisa Duvall/Lindsey Smith	Email	lisa.duvall@firstsw.com lindsey.smith@firstsw.com	10/28/10	325 North St. Paul St. Ste 800 Dallas, Texas 75201-3852 Tel: 214-953-8827
4.Estrada Hinojosa & Company Nina Andrews/Esmeralda Robles	TR/EM	erobles@ehmuni.com nandrews@estradahinojosa.com	11/01/10	1717 Main St Suite 4700 Dallas, Texas 75201 Tel: 214-658-1670
5.Tamez Financial Group, LLC. Carlos Tamez/Marie	Email	tamezfinancialgr@rgv.rr.com	11/01/10	1022 S. Texas Blvd Weslaco, Texas 78596 Tel: 956-973-1904
6.Quantum/ G&A Joint Venture Bill Bishop	Email	bbishop@quantumpartners.com	11/03/10	4801 Woodway, Suite 210W Houston, Texas 77056 Tel:713-784-1181 x1402
7.Deutsche Bank Trust Com Americas Lindsey Tsang	Email	Lindsey.tsang@db.com	11/03/10	60 Wall Street, 10005-2836 New York, NY USA Tel: 212-250-6590
8.KPMG LLP (Infrastructure Advisory Group) Travis Hamphill	Email	themphill@kpmg.com	11/03/10	Suite 2500, 111 Congress Avenue Austin, Texas 78701-41043 Tel: 512-501-5334
9.Reznick Group Joanna Turner	Email	Joanna.turner@reznickgroup.com	11/03/10	2002 Summit Blvd. Ste 1000 Atlanta, GA 30319 Tel: 404-250-4188
10.Public Financial Management Gwen Davidson	Email	davidsong@pfm.com	11/04/10	700 Lavaco, Suite 1500 Austin, Texas 78701 Tel: 512-472-7194
11.American Beacon Advisors, INC Suzy Finigan	Email	suzy.finigan@ambeacon.com	11/04/10	4151 Amon Carter Blvd., <D 2450 Fort Worth, Texas 76155 Tel: 817-391-6182
12.Prime Vendor INC. Kate Hanly	Email	bids17@prime-vendor.com	11/04/10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 Tel: 800-746-8307
13.Branch Banking & Trust Julie Clasby	Email	jclasby@bbandt.com	11/04/10	15150 Preston Road, Suite 100 Dallas, Texas75248 Tel: 469-791-4512

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: November 10, 2010 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "FINANCIAL ADVISORY SERVICES"

RFP NO: 2010-343-11-10-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	Estrada Hinojosa Investment Bankers	√	√
#2	First Southwest Company	√	√
#3			
#4			
#5			
#6			
#7			
#8			

Yolanda Velasquez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 2:59 PM
To: paguilar@ramongarcia-law.com; joel.quintanilla@co.hidalgo.tx.us; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Oscar Garza'; valde.guerra@co.hidalgo.tx.us
Cc: 'Erika G Reyna'; eddy.gonzalez@co.hidalgo.tx.us; 'Humberto Garza'; yoli.cisneros@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; mona.parras@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us; 'Yolanda Velasquez'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us; 'raul silguero'; 'Monica Badillo'
Subject: FW: RFP "FINANCIAL ADVISORY SERVICES
Attachments: RFP Packet.pdf

Importance: High

To All Members of Commissioner's Court:
Pursuant to a directive given today, attached for your review and file information is the procurement packet approved and distributed to interested providers for the above captioned project. On page eight (8) of Exhibit "A"-Specifications of the packet, there is an option for CC to request presentations. The presentations do not have an assigned point value. However, Commissioner's Court or the designated/assigned evaluation/grading committee may wish to score the providers after the presentations and thus gain a better/clearer insight into the proposal submitted. Keep in mind that the presentations can only summarize and detail aspects contained in their submitted response to the request for proposals. It appeared from the general discussions that CC desires to have an approved contract with a provider with an effective date of 1-01-11. Therefore, we will initiate the scheduling of presentations no later than the first week of December so as to have ample time to complete the procurement process and approve a contract by the first of the year.

If you require any further information or assistance regarding this matter, do not hesitate to contact us.

Yours truly,
Martha L. Salazar
Hidalgo County Purchasing Agent

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 11:18 AM
To: 'Martha Salazar'
Subject: RFP "FINANCIAL ADVISORY SERVICES

Good morning Marty

As per your request, attach please find the complete RFP Packet for the above mentioned project.

Thanks

Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

nothing to report a-c

November 22, 2010

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-23558 Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"CRS-2 (Cationic Rapid Setting)Emulsified Asphalt" RFB No.: 2010-264-09-29-SGS.

approved

5. AI-23994 Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet so as to have in place prior to presentations by firms (as opted by CC o 11-16-10).

next week

First of the year

Ms Chapa, Eddie Gonzalez, Humberto, Mona , Joseph Palcios

B. Pct. 2

1. AI-22906 Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.

approved

C. Pct. 4

1. AI-23930 Requesting discussion, consideration and approval to purchase One (1) 2011 or Newer 2500HD Silverado SWB Crewcab Chevrolet PU through the County's membership/participation with HGAC's awarded vendor Caldwell Chevrolet in the amount of $37,195.00 which includes administration fee's & delivery through project #2010-374-OGG.

approved

D. Colonia Access Program Pct. 1

1. AI-23709 Acceptance and approval of the following items in connection with Mary Ann Subdivision (Pct No. 1) with Asago LLC, dba Asago Construction as submitted through project engineer L. L. Rodriguez (C-CAP-09-471-04-06):

approved

approved a-b

a. Application for Payment No. 4 Retainage Release in the amount of $16,439.10;
b. "Certificate of Construction Completion" reflecting the date of October 25, 2010.

E. Colonia Access Program Pct. 2

1. AI-23764 Approval of Application for Payment No. 1 (Final) in the amount of $75,141.22 from OG Construction Co, LLC contracted vendor for Morningsun Subdivision as submitted by R. Gutierrez Engineering Corporation, project engineer. (C-CAP-09-212-01-19).

approved

Judge obstained

2. AI-24005 Approval of Application for Payment No. 6 (Final) in the amount of $27,203.99 from Closner Construction Co., L.C. contracted vendor for Citrina Village Subdivision as reviewed and submitted by project engineer Cruz-Hogan Consultants, Inc. (C-CAP-2009-183-05-19)

approved

F. Sheriff's Office

1. AI-24000 Approval of Amendment No. 2 to Lease Agreement #C-07-281-09-25 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07)

approved

2. AI-24053 Requesting approval to purchase spillman software (RMS) Records Management System through our membership/participation with (DIR) Department of Information Resources and authority to execute required purchase/end user license and support agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $122,090.00 through requisition #18, effective upon approval (0-1100-415-15-140-001-0-336);

no action

Requisition	Product Name	Items Included	Item	Total Cost
Phase I	Records Management System (RMS)	Records Management Civil Process	Software	$93,765.00

November 22, 2010

PURCHASING DEPARTMENT
County Of Hidalgo

November 18, 2010

Mr. Noe Hinojosa Jr
Estrada – Hinojosa Investment Bankers
1717 Main St Suite 4700
Dallas, Texas 75201-3852

RE: Request for Proposals Nº 2010-343-11-10--YZV
"Financial Advisory Services"

Dear Mr. Hinojosa

Be advised that pursuant to page eight (8) of Exhibit "A" Specifications, Hidalgo County Commissioners Court has elected to have presentations made in connection with Estrada-Hinojosa Investment Bankers response to the Request for Proposals for the above referenced project.

Your presentation cannot exceed ten (10) minutes in length. The content is limited to information contained in your response. Presenters should be individuals that are thoroughly familiar with your company's proposal. We suggest and recommend a maximum of two individuals. After concluding the presentation, Commissioner's Court will engage in a Question and Answer Session.

Please make arrangements to attend the Hidalgo County Commissioner's Court meeting of Tuesday, December 07, 2010 at 9:00 a.m. on the first floor (adjacent to the courtyard area) located at 100 East Cano, Edinburg, Texas.

We look forward to your attendance and participation. **Please Acknowledge Receipt with Commitment to Attend by signing below and return** via email to: yolanda.velasquez@co.hidalgo.tx.us or fax: (956) 318-2629 no later than 1:30 p.m. Friday, December 03, 2010. Should you require additional information, please do not hesitate to contact us.

Respectfully,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

cc: Hidalgo County Commissioner's Court

MLS/yzv

AUTHORIZED SIGNATURE	COMPANY/FIRM	DATE
	Estrada Hinojosa & Company, Inc.	11.23.10

PURCHASING DEPARTMENT
County Of Hidalgo

November 18, 2010

Mr. Cris Vela
First Southwest
400 North McColl Suite C
McAllen, Texas 78501

RE: Request for Proposals № 2010-343-11-10--YZV
"Financial Advisory Services"

Dear Mr. Vela

Be advised that pursuant to page eight (8) of Exhibit "A" Specifications, Hidalgo County Commissioners Court has elected to have presentations made in connection with First Southwest response to the Request for Proposals for the above referenced project.

Your presentation cannot exceed ten (10) minutes in length. The content is limited to information contained in your response. Presenters should be individuals that are thoroughly familiar with your company's proposal. We suggest and recommend a maximum of two individuals. After concluding the presentation, Commissioner's Court will engage in a Question and Answer Session.

Please make arrangements to attend the Hidalgo County Commissioner's Court meeting of Tuesday, December 07, 2010 at 9:00 a.m. on the first floor (adjacent to the courtyard area) located at 100 East Cano, Edinburg, Texas.

We look forward to your attendance and participation. **Please Acknowledge Receipt with Commitment to Attend by signing below and return** via email to: yolanda.velasquez@co.hidalgo.tx.us or fax: (956) 318-2629 no later than 1:30 p.m. Friday, December 03, 2010. Should you require additional information, please do not hesitate to contact us.

Respectfully,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

cc: Hidalgo County Commissioner's Court

MLS/yzv

	First Southwest Company	11-22-10
AUTHORIZED SIGNATURE	COMPANY/FIRM	DATE

M E M O R A N D U M

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

TO: All Members of Evaluation Committee

FROM: Yolanda Velasquez, Buyer II
Purchasing Department

DATE: December 02, 2010

SUBJECT: EVALUATION: RFP № 2010-373-11-10-YZV "FINANCIAL ADVISORY SERVICES"

Pursuant to action taken by Commissioner's Court on November 22, 2010, you have been assigned and designated to grade and score the two (2) responses received from: Estrada-Hinojosa and First Southwest against the evaluation criteria contained in the procurement packet for the Financial Advisory Services project.

In addition, Commissioner's Court also elected to have the two (2) firms make presentations at Tuesday's, December 7, 2010 posted meeting. Both firms have submitted their commitment to attend. It is most important and imperative that you make arrangements to be present at Tuesday's Commissioner's Court meeting (9:00am-12-07-10). After the presentations (which as a reminder can only summarize and highlight information contained in the original response submitted to Hidalgo County) you will proceed to score and grade the two firms using the evaluation sheet provided in the procurement packet.

Also included with this notice:

1. A complete copy of the original response submitted to Hidalgo County on November 10, 2010 by both Estrada-Hinojosa and First Southwest;
2. The notice of request for presentations with instructions to both firms;
3. We highly recommend/require that you carefully review the responses received to familiarize yourselves the company's proposal and qualifications.
4. Scoring Sheets are provided. Please make any notations necessary to document your scores.
5. All documentation sent to you including responses and evaluation forms must be returned by no later than **5:00 p.m., Tuesday, January 11, 2010**

The information contained in the Request for Proposals is **CONFIDENTIAL**. The contents are not to be disclosed and may not be reproduced or provided to any other third party(ies).

Please acknowledge receipt of correspondence by signing below and returning via email to: yolanda.velasquez@co.hidalgo.tx.us or fax (956) 318-2629.

_____ _____

Signature Date

Thank you for your cooperation in this important matter. If you should have any questions or require additional information, contact: Yolanda Velasquez at (956) 318-2626 ext. 4881.

AI-24159 **20.A.13.**

Sole Source-Icon Enterprises dba CivicPlus

CC REGULAR

Date:	12/07/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" for the Hosting and Government Content Management System of Hidalgo County's Website with Icon Enterprises, dba, CivicPlus;

b. Requesting approval of a "Sole Source Declaration" for "Icon Enterprises dba CivicPlus" with authority to enter into an annual support and maintenance agreement in the amount of $12,600.00 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available in the amount of $34,288.04 as of 12/3/10.

Attachments

Link: Local Gov. Code 262.024(a)(7)(A)

Link: CivicPlus Letter

Link: Affidavit

Link: Renewal Agreement

Link: MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 04:54 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 08:29 AM	APRV
3	Erika Zamora	Erika Zamora	12/03/2010 10:00 AM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:39 PM	APRV

Form Started By: Vangie Garcia

Started On: 11/24/2010 01:16 PM

Final Approval Date: 12/03/2010

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

November 18, 2010

To the County of Hidalgo, Texas:

This letter serves to notify you that Icon Enterprises, Inc., d/b/a CivicPlus, a vendor licensed to do business in the State of Texas, is the sole provider of maintenance and upgrades for the CivicPlus Government Content Management System (GCMS) that enables municipal website administrators to manage critical aspects of their online presence.

While the operation of the CivicPlus GCMS can be hosted and supported by outside entities, a critical piece of our recurring services includes our continuous maintenance of the code base and provision of upgrades to existing features and functionality within the GCMS. CivicPlus also provides new modules and functionality as a part of the recurring maintenance and support plan. Given the proprietary nature of our GCMS and the expertise of our development team in maintaining and upgrading that software, no other company is able to provide the maintenance and upgrade services offered by CivicPlus.

Additionally, our Network Operations Center is specifically optimized for CivicPlus-built websites, providing for redundant power and internet services, daily backups and an extensive disaster-recovery plan. And through a continuing relationship, our clients benefit from access to our online community and training features.

In order to maintain our quality relationship with the County, we will ensure that the annual maintenance fees are locked in at the current rate of $12,600 per year and that CivicPlus support staff work with County staff to incorporate all CivicPlus-provided upgrades, as desired.

Regards,



Jesse J. Manning
Vice President of Business Development
CivicPlus
Main: 888-228-2233 x262 • Direct: 785-323-4762 • Fax: 785-587-8951
Manning@CivicPlus.com • www.CivicPlus.com

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Jesse J. Manning a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jesse J. Manning. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Icon Enterprises, Inc. d/b/a/CivicPlus.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   CivicPlus Government Content Management System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on 24th day of November, 2010.

NOTARY PUBLIC - State of Kansas
MARTHA KUHLMAN
My Appt. Expires 04-30-14

NOTARY PUBLIC

Martha Kuhlman
PRINTED NAME

April 30, 2014
MY COMMISSION EXPIRES

COMPANY NAME: Icon Enterprises, Inc., d/b/a CivicPlus
ADDRESS, CITY, STATE & ZIP CODE: 317 Houston St, Ste. E, Manhattan, KS 66502
PHONE: 888-228-2233 NUMBER:
CONTACT NAME AND TITLE: Jesse J. Manning, Vice Pres. Business Development
WEB ADDRESS: www.CivicPlus.com EMAIL: bids@CivicPlus.com
FEDERAL TAX ID NUMBER: 48-1202104 TEXAS SALES TAX NUMBER:

Organization	County of Hidalgo, Texas			URL	www.co.hidalgo.tx.us
Street Address	2812 S. Business Highway 281				
Address 2					
City	Edinburg	State	TX	Postal Code	78539

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Renan Ramirez xx
Emergency Contact & Mobile Phone	Karina Cardoza xx
Emergency Contact & Mobile Phone	

Billing Contact	xx			E-Mail	xx
Phone	xx	Ext.	xx	Fax	xx
Billing Address	xx				
Address 2	xx				
City	xx	ST	xx	Postal Code	xx
Tax ID #	xx			Sales Tax Exempt #	xx
Billing Terms	xx			Account Rep	xx
Info Required on Invoice (PO or Job #)	xx				

Contract Contact	xx			Email	xx
Phone	xx	Ext.	xx	Fax	xx

Project Contact	xx			Email	xx
Phone	xx	Ext.	xx	Fax	xx

Terms & Conditions

THIS AGREEMENT is entered into between Icon Enterprises, Inc., doing business as CivicPlus ("CivicPlus"), and Hidalgo County, TX ("Client"), and shall be in effect from November 1, 2010 to October 31, 2011 (the "Effective Date").

Billing & Payment Terms

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. Service will be discontinued if payment is not made within 30 days after the invoice due date.
4. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

5. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay $250 per completed request. Upon termination of services, client may request a complimentary electronic copy of website Customer Content.

Agreement Renewal

6. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
7. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
8. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
9. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

10. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
11. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
12. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
13. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Changes to Existing Service

14. Effective with this renewal, the following services will be added:

Services to be ADDED	One-Time Fee	Monthly Fee
Additional Modules and Upgrades	No additional charge	No additional charge

--Remainder of this page left intentionally blank--

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

Annual Support, Maintenance and Hosting Fee

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 20GB Media Center Storage not to exceed 10GB	**$12,600**
Annual Increase	**$00**
Pay this Amount (November and December having been invoiced, this is the prorated amount due for January 1, 2011 to October 31, 2011)	**$10,350**

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Hidalgo County, TX _____ Date _____

CivicPlus _____ Date _____

Sign and Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

Exhibit A – Modules & Functionality

The following modules and functionality will be included with this year's renewal:	
Modules	**Functionality**
Archive Center	Action Items Queue
Bid Postings	Audit Trail / History Log
Business/Resource Directory	Automated PDF Converter
Calendar	Automatic Content Archiving
Carbon Calculator	Content Library
Document Center	Dynamic Breadcrumbs
Emergency Alert Notification	Dynamic Sitemap
ePay	Expiring Items Library
Facilities & Reservations w/50 Facilities	Graphic Link Administration
FAQs	Links Redirect and Broken Links Finder
Featured Info Module	Menu Management
Forms Development Tool	Mouse-over Menu Structure
Healthy City Initiative	Online Editor for Editing and Page Creation (WYSIWYG)
Intranet	Online Web Statistics (Only with CivicPlus Hosting)
Job Postings	Page Wizard w/Multiple Layouts
Media Center	Printer Friendly/Email Page
NewsFlash	Rotating Content
NotifyMe Email Subscription	RSS
Online Job Application w/1 Generic Application	Search Engine Registration
Opinion Poll	Site Layout Options
Photo Gallery	Site Search & Entry Log
Postcard Module	Slideshow
Quick Links	User & Group Administration Rights
Real Estate Locator w/25 Properties	Web Page Upload Utility
Request Tracker (5 users)	Website Administrative Log
Staff Directory	

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 1, 2010

RE: "Sole Source Declaration" – Support and Maintenance With Icon Enterprises dba CivicPlus

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In 2007, Hidalgo County acquired the Website Development Designer Project with Icon Enterprises dba CivicPlus for the creation of Hidalgo County's Official Website. The website was created to effectively provide anyone viewing, a robust site that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their data via user friendly administration consoles.

The frequent updates to the site have been completed in-house by Hidalgo County via an easy to use "Content Management System" which includes the maintenance and support of the "Hosting and Contents Management System" by Icon Enterprises dba CivicPlus.

On December 29, 2010, the contract for the creation and maintaining of the website will expire. Hidalgo County still requires the continuation of the support and maintenance services which are proprietary components (Hosting And Contents Management System) of Icon Enterprises dba CivicPlus .

Therefore, the Hidalgo County requires the continued renewal of the support and maintenance with Icon Enterprises dba CivicPlus.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-24174 **20.A.14.**

Exemption from Competitive Procurement Requirements Food/Vehicle & Equipment Repairs / Parts-County owned Heavy Equipment

CC REGULAR

Date:	12/07/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Exemption from Competitive Procurement Requirements:
a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;"and (11) "vehicle and equipment repairs";

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2011

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2011.

Through all funding sources:
a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (8) (d) "an item of food for Sheriff's Office, Adult Detention Facility (aka, County Jail), Juvenile Probation, Adult Probation & Texas Agrilife Extension Service, including all other Hidalgo County Departments, Elected Office, Programs and/or Agencies requiring food purchases;

b. Pursuant to same statute, specifically 262.024 (d), action on the following:
(1) Solicitation of at least three (3) quotes by:

(a) telephone; or,
(b) written quotations;

(2) Set the intervals for the solicitation of quotes for:

(a) current & historic time frame is 30 days;
(b) Other as approved_____;

(3) Presentation for approval of the proposed draft solicitation quote/bid form including terms, conditions, requirements, and draft agreement for vendors awarded contracts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Purchases are on an as needed basis. No funding required at this time.

Attachments

Link: Exemption 262.024

Link: Policies & Procedures

Link: Heavy Equipment Parts Vendor's List

Link: Vehicle & Equipment Repair Vendor's List

Link: Sealed Quote Form

Link: Food Tabulation Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2010 01:28 PM	APRV
2	Budget & Management	Erika Zamora	12/03/2010 01:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/03/2010 03:54 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Matilde Faz Started On: 11/29/2010 02:23 PM

Final Approval Date: 12/03/2010

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(*o*) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 142, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

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Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(e), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A. Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(e), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

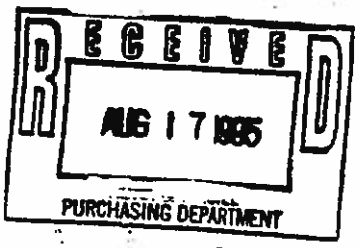
(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-



HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

Effective as of Aug 8, 1995

4.02. **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in according with the purchase order or contract.

4.03. **Interlocal Cooperation.** The Purchasing Agent may cooperate with the purchasing agent or department of the state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04. **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from an agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County department, officer or employee of the County requiring the supplies or materials or use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05. **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying Form SLVG-PD-001. Form SLVG-PD-001 **must** be completed and necessary approvals received for all surplus/salvage property dispositions.

4.06. **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchase of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties

5.01. **Purchases Not Exceeding $1,000.00** The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02. **Repairs–Vehicles & Equipment.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00).

5.03. **Repairs–Heavy Machinery.** Purchases of repair parts and services for road-building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00)

is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04. **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05. **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

5.06. **Waiver by County Judge.** Pursuant to the provisions of Texas Local Government Code § 113.901(c), the County Judge may, by written order, waive the requirement of approval of all requisitions and purchase orders. In such event, all claims must be approved by the Commissioners Court in open court prior to payment.

VI. Requisition Process.

6.01. **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code §113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02. **Procedures and Forms.**

6.02.01. All purchases of goods and services, other than purchases under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (*Form HCPD-01*) and submitting it to the Purchasing Department.

6.02.02. Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03. Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods or services.

6.03. **Requisition Priority Designations.** Each Form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e... not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designations to determine abuse

Hidalgo County
Vendors for Heavy Equipment and Machinery Parts
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
011266	ERNIE'S SERVICE LLC	1912 NORTH CAGE	PHARR	TX	78577
096822	BERT OGDEN CHEVROLET, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
323144	BERT OGDEN MCALLEN MOTORS, INC.	P.O. BOX 3098	MCALLEN	TX	78502
003654	BERT OGDEN MOTORS, INC.	4221 SOUTH HWY 281	EDINBURG	TX	78539
291277	BERT OGDEN RGV RV CENTER, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
089885	ACTION HYDRAULIC HOSES, ETC.	1010 W KIKA DE LA GARZA	MISSION	TX	78572
001961	ANDERSON EQUIPMENT CO INC	P. O. BOX 662	PHARR	TX	78577-0662
242101	H & V EQUIPMENT, INC.	P.O. BOX 909	PROGRESO	TX	78579
094366	HOLT TEXAS, LTD. DBA HOLT CAT	P.O. BOX 911975	DALLAS	TX	75391-1975
218332	RUSH EQUIPMENT CENTERS OF TEXAS, INC.	10100 N LOOP EAST	HOUSTON	TX	77029
269123	RUSH TRUCK CENTERS OF TEXAS, LP	DEPARTMENT 1265	BIRMINGHAM	AL	35287-1265
013129	FRENCH-ELLISON TRUCK CENTER, LTD	4300 N. CAGE ST.	PHARR	TX	78577
004014	BOGGUS MOTOR SALES, L.P.	1400 E HWY 83	MCALLEN	TX	78501
004014	BOGGUS MOTOR SALES, L.P.	P.O. BOX 2318	MCALLEN	TX	78502
179701	WESLACO FORD-MERCURY, INC.	800 E. EXPRESSWAY 83	WESLACO	TX	78596
041424	WESLACO MOTORS	2401 E. EXPRESSWAY 83	WESLACO	TX	78596
004057	BORDER ENGINE REBUILDERS	100 INTERNATIONAL BLVD.	MISSION	TX	78572
174181	EDINBURG MACHINE SHOP	EDINBURG MACHINE SHOP	EDINBURG	TX	78539
038873	TRUCKERS EQUIPMENT INC.	P. O. BOX 4727	CORPUS CHRISTI	TX	78469-4727
206571	VERMEER EQUIPMENT OF TEXAS, INC.	P.O. BOX 224991	DALLAS	TX	75222-4991
206571	VERMEER EQUIPMENT OF TEXAS, INC.	P.O. BOX 674162	DALLAS	TX	75267-4162

Hidalgo County
Vendors for Heavy Equipment and Machinery Parts
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
001864	AMIGO IMPLEMENT COMPANY, INC	304 W. MONTE CRISTO RD.	EDINBURG	TX	78541
195545	NUECES POWER EQUIPMENT	P.O. BOX 4789	CORPUS CHRISTI	TX	78469-4789
283797	ROMCO EQUIPMENT CO.	P.O. BOX 841496	DALLAS	TX	75284-1496
078344	WEAKS MARTIN IMPLEMENT CO., INC.	P. O. BOX 910	MISSION	TX	78572
252468	HACIENDA FORD	3010 W. UNIVERSITY	EDINBURG	TX	78539
006041	CHARLES CLARK CHEVROLET CO.	P. O. BOX 938	MCALLEN	TX	78501
248649	FLEETPRIDE	P.O. BOX 847118	DALLAS	TX	75284-7118
204803	SOUTH TEXAS FREIGHTLINER, INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
353787	DOGGETT EQUIPMENT SERVICES GROUP LTD	D/B/A TOYOTALIFT OF TEXAS	HOUSTON	TX	77216-0698
324493	DOGGETT HEAVY MACHINERY SERVICES LTD	705 E. NOLANA LOOP	PHARR	TX	78577-9535
003166	BARBEE-NEUHAUS IMPL CO	2000 E. EXPRESSWAY 83	WESLACO	TX	78596
033871	SEIVER IMPLEMENT CO. INC.	P.O. BOX 699	DONNA	TX	78537
216607	RIO HYDRAULIC SALES & SERVICE	1213 E. TAMARACK	MCALLEN	TX	78501
035173	SPIKES MOTOR COMPANY	P. O. DRAWER 393	MISSION	TX	78572
247774	D & R GLASS ETC INC. D/B/A GLASS ETC.	D/B/A GLASS ETC	MCALLEN	TX	78501
013161	FUEL INJECTION SERVICE INC.	3401 N. CAGE	PHARR	TX	78577-1781
279838	INTERSTATE ALL BATTERY CENTERS	2302 RED RIVER DR.	MISSION	TX	78572
279838	INTERSTATE ALL BATTERY CENTERS	P.O. BOX 3244	DES MOINES	IA	50316-3244
259969	INTERSTATE BATTERY OF TEXAS VALLEY	5510 N CAGE BLVD, STE R	PHARR	TX	78577
279315	JESSE'S RADIATOR & MUFFLER SHOP	617 N. AIRPORT DR.	WESLACO	TX	78596
306878	JESSE'S RADIATOR & MUFFLER SHOP	440 W. BUS. HWY. 83	SAN JUAN	TX	78589
181218	JESSE'S STAR MUFFLER & TRUCK ACCESSORIES	ACCESSORIES, INC.	MCALLEN	TX	78501
309125	J & M HYDRAULICS	P O BOX 1319	MERCEDES	TX	78570

Hidalgo County Vendors for Heavy Equipment and Machinery Parts (County Owned)					
Vendor ID#	**Company Name**	**Address**	**City**	**State**	**Zip Code**
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. US Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment	1012 E. Ferguson	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577
33871	Seiver Implement Co. Inc	P.O. Box 699	Donna	TX	78537
164755	Mares Windshield/Glass	505 E. Schunior St	Edinburg	TX	78541

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID #	Company Name	Address	City	State	Zip Code
11266	ERNIE'S SERVICE LLC	1912 NORTH CAGE	PHARR	TX	78577
96822	BERT OGDEN CHEVROLET, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
269123	RUSH TRUCK CENTER OF TEXAS, LP	DEPARTMENT 1265	BIRMINGHAM	AL	35287-1265
13129	FRENCH-ELLISON TRUCK CENTER, LTD	4300 N. CAGE ST	PHARR	TX	78577
4014	BOGGUS MOTOR SALES, L.P.	1400 E HWY 83	MCALLEN	TX	78501
179701	WESLACO FORD-MERCURY INC.	800 E. EXPRESSWAY 83	WESLACO	TX	78596
4057	BORDER ENGINE REBUILDERS	100 INTERNATIONAL BLVD.	MISSION	TX	78572
174181	EDINBURG MACHINE SHOP	EDINBURG MACHINE SHOP	EDINBURG	TX	78539
38873	TRUCKERS EQUIPMENT INC.	P.O. BOX 4727	CORPUS CHRISTI	TX	78469-4727
78344	WEAKS MARTIN IMPLEMENT CO., INC.	P.O. BOX 910	MISSION	TX	78572
252468	HACIENDA FORD	3010 W. UNIVERSITY	EDINBURG	TX	78539
6041	CHARLES CLARK CHEVROLET CO.	P.O. BOX 938	MCALLEN	TX	78501
216607	RIO HYDRAULIC SALES & SERVICE	1213 E. TAMARACK	MCALLEN	TX	78501
35173	SPIKES MOTOR COMPANY	P.O. DRAWER 393	MISSION	TX	78572
247774	D & R GLASS ETC INC. DBA GLASS ETC.	DBA GLASS ETC	MCALLEN	TX	78501
13161	FUEL INJECTION SERVICE INC.	3401 N. CAGE	PHARR	TX	78577-1781
181218	JESSE'S STAR MUFFLER & TRUCK ACCESSORIES	ACCESSORIES, INC	MCALLEN	TX	78501
309125	J & M HYDRAULICS	P.O. BOX 1319	MERCEDES	TX	78570
347612	A-1 AUTO GLASS LLC	517 N. 10TH STREET	MCALLEN	TX	78501
000426	AAMATIC TRANSMISSIONS	616 S. 23RD	MCALLEN	TX	78501
371823	AAMCO TRANSMISSIONS	120 S. 23RD	MCALLEN	TX	78501
318108	AMERICAN MACHINE SHOP & PUMPS	2120 E. RICHARDSON	EDINBURG	TX	78541
284041	CARRILLO INVESTMENTS, INC.	DBA VIC'S AUTO REBUILDERS	PHARR	TX	78577
213861	COLLISION MASTERS AUTO BODY SHOP	DBA TOW MASTERS WRECKER	MISSION	TX	78572

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID #	Company Name	Address	City	State	Zip Code
326577	E.R. PAINT SHOP	2420 W. MONTE CRISTO RD	EDINBURG	TX	78541
349631	FALCON SEAL & SUPPLY	P.O. BOX 2643	MCALLEN	TX	78502
231266	G & S GLASS LLC	616 NORTH CLSONER BLVD	EDINBURG	TX	78539
179442	IVAN'S AUTOMOTIVE	2245 S. CLOSNER	EDINBURG	TX	78539
164755	MARE'S WINDSHIELD/GLASS	505 E. SCHUNIOR ST	EDINBURG	TX	78541
125334	MINGO'S CAR KLINIC	510 N. CLOSNER	EDINBURG	TX	78541
370045	PENA'S SPRAY ON BEDLINERS	6912 LOMA LINDA	MISSION	TX	78572
150797	PETROLEUM SOLUTIONS, INC.	P.O. BOX 2346	MCALLEN	TX	78502-2346
91987	PUEBLO'S TIRES & SERVICE	BUSINESS OFFICE	MCALLEN	TX	78501
315486	RADIADORES DEL VALLE	9514 N. FM 1015	MERCEDES	TX	78570
156876	RAM TRUCK SERVICE, INC.	2500 W. EXPRESSWAY 83	MISSION	TX	78572
299715	RAUL LONGORIA RADIATOR SHOP	3302 S. RAUL LONGORIA RD.	EDIBURG	TX	78539
174343	REYES TARP & TENTS	802 WEST STATE	PHARR	TX	78577
034754	SOUTH HI WAY GARAGE INC.	2325 S. HWY 281	EDINBURG	TX	78539
135224	SUMMIT MANUFACTURING INC.	P.O. BOX 626	MISSION	TX	78572-0626
336319	SUPERIOR OIL EXPRESS	1704 S. SUGAR RD	EDINBURG	TX	78539
223638	TEXAS TARPS	P.O. BOX 1109	LA BLANCA	TX	78558
037214	TEXAS TOOL COMPANY	307 (K) CENTER ST.	MCALLEN	TX	78501
347078	THREE STAR MUFFLER SHOP	901 E. UNIVERSITY DR	EDINBURG	TX	78539
214264	TRI-COUNTY COMMUNICATIONS, LTD	1421 E. PIKE BLVD.	WESLACO	TX	78596
208078	VIDEO SOUND & LIGHT ENTERPRISES INC.	3716 S. US HWY 281	EDINBURG	TX	78539
220833	WINDSHIELD XPRESS	101 E. WARREN ST.	PHARR	TX	78577
372854	STUTZ AUTO SERVICE INC	2408 W. PECAN BLVD	MCALLEN	TX	78501
344699	FIESTA CHEVROLET, INC.	4002 S. EXPRESSWAY 281	EDINBURG	TX	78542

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID №	Company Name	Address	City	State	Zip Code
3654	BERT OGDEN MOTORS, INC.	4221 SOUTH HWY 281	EDINBURG	TX	78539
89885	ACTION HYDRAULIC HOSES, ETC.	1010 W KIKA DE LA GARZA	MISSION	TX	78572
1961	ANDERSON EQUIPMENT CO INC	P. O. BOX 662	PHARR	TX	78577-0662
94366	HOLT TEXAS, LTD. DBA HOLT CAT	P.O. BOX 911975	DALLAS	TX	75391-1975
206571	VERMEER EQUIPMENT OF TEXAS, INC.	P.O. BOX 224991	DALLAS	TX	75222-4991
1864	AMIGO IMPLEMENT COMPANY, INC	304 W. MONTE CRISTO RD.	EDINBURG	TX	78541
195545	NUECES POWER EQUIPMENT	P.O. BOX 4789	CORPUS CHRISTI	TX	78469-4789
283797	ROMCO EQUIPMENT CO.	P.O. BOX 841496	DALLAS	TX	75284-1496
248649	FLEETPRIDE	P.O. BOX 847118	DALLAS	TX	75284-7118
204803	SOUTH TEXAS FREIGHTLINER, INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
259969	INTERSTATE BATTERY OF TEXAS VALLEY	5510 N CAGE BLVD, STE R	PHARR	TX	78577
221945	O'REILLY AUTO PARTS	233 S. PATTERSON	SPRINGFIELD	MO	65801
311987	SEPULVEDA'S AUTO SERVICE #2	2204 OLMO AVENUE	SAN JUAN	TX	78589
132799	VALLEY OUTDOOR POWER EQUIPMENT INC.	1012 E. FERGUSON	PHARR	TX	78577
4537	BURTON AUTO SUPPLY INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
43265	CAMCO WHEEL & AXLE	P.O. BOX 1685	PHARR	TX	78577
169757	KIP'S KWIK LUBE CENTER INC.	P.O. BOX 532189	HARLINGEN	TX	78553
268755	WELDINGHOUSE	705 N. NAVIGATION	CORPUS CHRISTI	TX	78408
34797	SOUTH TEXAS COMMUNICATIONS	P.O. BOX 3712	MCALLEN	TX	78502-3712
33766	SEA GARDEN SALES DBA SGS IND.	2771 ROBINDALE	BROWNSVILLE	TX	78526
352799	NORFOXX REFRIGERATION INC	415 TEXAS AVENUE STE A	ROUND ROCK	TX	78664
275506	MOBILE RELAYS PARTNERS, LTD	P.O. BOX 1808	MCALLEN	TX	78505-1808
93963	SAFETY KLEEN SYSTEMS INC	P.O. BOX 650509	DALLAS	TX	75265-0509
192503	LIMA'S AUTO REPAIR	2601 WEST AUBURN AVE	MCALLEN	TX	78504

Hidalgo County Vendors for Vehicle and Equipment Repairs (County Owned)					
Vendor ID#	Company Name	Address	City	State	Zip Code
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. US Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment	1012 E. Ferguson	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577
33871	Seiver Implement Co. Inc	P.O. Box 699	Donna	TX	78537
164755	Mares Windshield/Glass	505 E. Schunior St	Edinburg	TX	78541

REQUEST FOR SEALED QUOTES FORM

DATE: _____

COMPANY NAME:		**REQUEST FOR:**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM:	**Ovidio Gonzalez, Travel Card Specialist**	F.O.B.
ADDRESS:	**2802 S. Bus. Hwy 281**	DELIVERY
	Edinburg, Texas 78539	QUOTE GOOD FOR _____ DAYS
PHONE	**Phone: (956)- 318-2626 ext 4879**	
FAX	**Fax: (956)- 292-7612**	TERMS FROM _____ TO _____
	Contact Person: Ovidio Gonzalez	**QUOTATIONS MUST BE RECEIVED BY:** _____ on DATE _____ In person

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)		
		AUTHORIZED SIGNATURES		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $25,000.00

PLEASE FILL IN ALL THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"

REQUEST FOR OFFER FOR GROCERIES-_____ THRU _____ ** Products to be ordered on as needed basis, As requested by the _____ Authorized Personal. (Estimated usage only for a six-month period, amount of units may change depending on population of inmates) cs=case, lb=pounds, oz=ounces, gal=gallons, dz=dozen, bg=bags, ct=count, qt=quart, pt=pint

YOUR BID MUST INCLUDE THIS INFORMATION

MEAT PRODUCTS-RAW

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST

DAIRY PRODUCTS

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$

PRODUCE

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$

MEAT PRODUCTS FULLY COOKED

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$

STAPLES perishables & non-perishables

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$
21							$	$
22							$	$
23							$	$
24							$	$

AI-24268 **20.A.15.**

Approval to Amend Agreement with RGV Broadcast
CC REGULAR

Date:	12/07/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to amend the current agreement between Hidalgo County and RGV Educational Broadcasting, Inc., for the "The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings" reflecting the reduction of the "recording/taping" fees of the contract along with other pertinent conditions under contract #C-09-296-10-06 as the recording/taping of the CC meetings will be undertaken by the City of Edinburg through an interlocal which includes the use of the City Commission Chambers to hold and conduct Hidalgo County CC meetings commencing 1-01-11.

BACKGROUND

Amendment is a proposal from KMBH on reducing the “taping” portion of the current contract along with some requirements. Necessary due to the renovations of the 1st and 2nd floors of the administration building located at 100 E. Cano.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-413-30-115-017-0-320

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Charges will be reduced to $1,100/Weekly for broadcasting.

PO 635115

Attachments

Link: Contract

Link: Backup

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2010 03:14 PM	APRV
2	Budget & Management	Erika Zamora	12/03/2010 03:49 PM	APRV
3	Erika Zamora	Erika Zamora	12/03/2010 04:19 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/03/2010 02:08 PM

Final Approval Date: 12/03/2010

RGV Educational Broadcasting, Inc.

KMBH-DTV38 / KMBH-FM 88.9 / KHID-FM 88.1
P O Box 2147 / Harlingen, TX 78551 / Ph. 956-421-4111 / FAX 956-421-4150
www.kmbh.org
It's all about education!

August 27, 2010

Rocio Villareal
Contracts Manager
2812 Business Highway 281
Edinburg, Texas 78539

Dear Ms. Villareal,

This letter is to officially agree to the same rate, terms and conditions of year one for year two of the contract between RGV Educational Broadcasting Inc. and Hidalgo County to record and delay broadcast the Hidalgo County Commissioners Court Meetings (C-09-296-10-06).

We thank you for your support and for helping us provide quality programming for the entire Rio Grande Valley.

If you have any questions or need further information please feel free to contact me at (956)421-4111 or at dalcalde@kmbh.org.

Regards,

Dianna Lee R. Alcalde,
Business Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-296-10-06

THIS CONTRACT is made and entered into this **13th** day of **October, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, INC.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** (the "Service"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services **Hidalgo County** for a two (2) year term. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning October 13, 2009 and ending on October 12, 2011 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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 **RGV Educational Broadcasting INC.**
Attn. Pedro Briseno
1701 Tenneessee Avenue
Harlingen, Texas 78550

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 _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: RGV Educational Broadcasting Inc

By:_____

Printed Name: Pedro Briseño

Title: President / General Manager

Approved by Commissioners' Court on 11/10/09

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

By:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

"Record & Delay Broadcast of Hidalgo County" Commissioners' Court Meetings – Hidalgo County Bid No: 2009-296-07-29-YZV

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

Martha L. Salazar, CPPB
Purchasing Agent

7-8-09
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

July 13, 2009

RE: Hidalgo County

Request for Bids – "Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"

Bid Nº 2009-296-07-29-YZV

Dear Gentlemen:

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

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-296-07-29	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meeting"

BID OPENING: JULY 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-296-07-29-YZV- Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-296-07-29-YZV- RFB-Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings – Hidalgo County".** 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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. 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

15. 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 - **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings- Hidalgo County"** 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
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**JULY 29 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. 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.

19. 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.**

20. 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.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. 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.

23. 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.

24. Any contract awarded 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"
BID NO.: 2009-296-07-29-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 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: _____

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule:**

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-296-07-29-YZV

BID PAGE

Program/Series:_____

Air Time:_____

Air Date Schedule:_____

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $_____

B) 2nd Year Production Underwriting Price: $_____

C) 3rd Year Production Underwriting Price: $_____

D) Yearly Public Service Announcement Price : $_____

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone Nº_____ Fax Nº_____ Cell Nº_____

Authorized Signature:_____

Printed Name:_____

Title:_____

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

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

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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 [illegible] EDUCATIONAL BROADCASTING INC.

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) 1701 Tennessee Avenue

Requester's name and address (optional)

City, state, and ZIP code Harlingen, TX 78550

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
			–					

or

Employer identification number
7	1	4	2	3	2	4	4	9	8

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 ▶ [signature] Date ▶ 10/13/09

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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.

AI-18449 **26.A.8.**

Approval of contract document-RGV Educational Broadcasting, Inc.

CC REGULAR

Date: 11/10/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of awarded contract document with RGV Educational Broadcasting, Inc., reflecting the effective date of October 13, 2009 as approved by CC on 10-6-09 in connection with the taping and rebroadcast of Hidalgo County Commissioner Court and HCDD#1 meetings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$28,000.00 available balance as of 11/06/09. Sufficient funding for end of year expenditures. rc

Attachments

Link: Contract
Link: Agenda Backup of 10-06-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:49 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 11/06/2009 02:19 PM
Final Approval Date: 11/06/2009

EXHIBIT "B"

BID PAGE

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED
9:58am
7/29/09
Witnessed

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings"

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $ 80,400.00

B) 2nd Year Production Underwriting Price: $ 84,420.00

C) 3rd Year Production Underwriting Price: $ 88,641.00

D) Yearly Public Service Announcement Price : $ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno Diana Alcalde, Business Manager

Title: President/General Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Certificate of Coverage

Date: 6/17/2009

Certificate Holder
Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen TX 78551

#7411

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property					
					Real & Personal Property	
	General Liability				General Aggregate	
	☑ Occurrence				Products-Comp/OP Agg	
	☐ Claims Made	0007	7-1-2009	7-1-2010	Personal & Adv Injury	
					Each Occurrence	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability					
					Each Occurrence	
	Other					
					Each Occurrence	

Description of Operations/Locations/Vehicles/Special Items
General Liability coverage only extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse. The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001908.

Holder of Certificate

Additional Protected Person(s)

Hidalgo County
100 E Cano, 4th Floor
Edinburg TX 78539

0261000138

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Joseph T. Zwernemann

From: John Ross
To: Rocio Villarreal
Subject: RE: C-09-296-10-06-Record & Delay of Hidalgo Co. Commissioners" Court Meeting
Date: Thursday, December 02, 2010 5:24:45 PM

Rocio,

Thank you all so very much for meeting with me today on short notice. I enjoyed our visit. KMBH will agree to reduce our weekly charge for recording and broadcasting from $1,489.00 to $1,100.00 for only broadcasting the program, on the following conditions;

1. You will deliver the program our studios in Harlingen by 3pm on the day of the broadcast.
2. The video will not have any graphics incerted except names and titles of persons apprearing on the broadcast.
3. No incertion of other video will be in the broadcast other than an open and close approved by KMBH.
4. The program will be on DVD or other media approved by KMBH.

Thanks again for you time.

Sincerely,

John Ross
President and CEO
RGV Educational Broadcasting, Inc.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wed 12/1/2010 9:32 AM
To: John Ross
Subject: C-09-296-10-06-Record & Delay of Hidalgo Co. Commissioners' Court Meeting

Mr. Ross:

Can you please advise a written status on reference on the amendment Hidalgo Co. would like to proceed before January 1, 2011.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter
do not hesitate to contact me at (956) 292-7000 ext. 4868.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, November 24, 2010 11:21 AM
To: 'John Ross'
Subject: RE: C-09-296-10-06-Record & Delay of Hidalgo Co. Commissioners' Court Meeting

Good Morning Mr. Ross:

Please advise a status on the below mention amendment that the Hidalgo Co. would like to proceed. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: John Ross [mailto:johnross@KMBH.ORG]
Sent: Tuesday, November 16, 2010 4:11 PM
To: Rocio Villarreal
Subject: RE: C-09-296-10-06-Record & Delay of Hidalgo Co. Commissioners' Court Meeting

Mr. Villarreal,

I have received your request in the email below. I will look into the details of the request soon. This request has been made at a time when I am extremely busy, but I will get back to you as soon as possible.

Thanks,

John Ross

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tue 11/16/2010 3:41 PM
To: John Ross
Subject: C-09-296-10-06-Record & Delay of Hidalgo Co. Commissioners' Court Meeting

Mr. Ross:

Hidalgo County is in the process of relocating the Commissioner's Court Meeting at the City of Edinburg Auditorium due to renovations at the current location. Due to this changes the County would like to request an amendment to the current agreement between Hidalgo County and RGV Educational Broadcasting (RGV). The amendment would consist of RGV to only broadcast the Commissioners' Court Meetings and reducing the contractual lump sum.

The current agreement between County and RGV is in a lump sum. The County would need for RGV to provide a breakdown of the contractual lump sum of $80,400.00, and the total cost for broadcasting only. You can provide the information via email or you can fax it to (956) 318-2629. If you have any questions please feel free to contact us at (956) 292-7000 ext. 4868. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-09-296-10-06

This AMENDMENT to the CONTRACT between **RGV Educational Broadcasting, Inc.**, (the "Company") and **HIDALGO COUNTY** (the "County"), effective the _____ day of _____2010, is made between the Company and the County, (the "Amendment"), as follows:

WHEREAS, Company and County entered into a Contract, October 13, 2009, in which the Company agreed to provide professional services to conduct **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** for Hidalgo County (the "Service");

WHEREAS, the County desires to eradicate "The recording of Hidalgo County Commissioners Court Meeting" requirement to the Agreement of services provided by the Company;

WHEREAS, the parties desire to amend the Contract as further hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Company and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. County desires to remove from agreement the recording of Hidalgo County Commissioners' Court Meeting.

2. Company agrees to provide Broadcasting of the Hidalgo County Commissioners' Court Meeting for the amount of $1,100.00 per meeting.

3. The program will be delivered by County to Company by 3 p.m. on the day of broadcast, on DVD or other media approved by Company.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
[illegible], [illegible]

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

RGV Educational Broadcasting, Inc.

_____
John Ross, President and CEO

Approved as to Form:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-23776 **20.B.1.**

Hidalgo County Precinct No. 1 - Hauling Services- Reject & Re-bid w/modified Specifications

CC REGULAR

Date:	12/07/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Recommendation that CC reject the bids received (under project #2010-263-10-06ERT) with authority to re-advertise in order to modify unclear specifications, terms and conditions for: "Hauling Services for Millings Material" for Hidalgo County Precinct #1;

b. Recommending that CC exercise the sixty (60) day grace period extension (as provided in current agreement) between Hidalgo County and Universal Truckers, Inc. so as to have no lapse in service while procurement process is completed effective 12-23-10 through 2-22-11.

BACKGROUND

Current Contract expires on December 22, 2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-346

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 12-3-10 is $8,158.11.

Attachments

Link: SIXTY DAY EXTENSION REQUEST

Link: PARTICIPATION LOG

Link: Contract Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 04:48 PM	APRV
2	Budget & Management	Ivan Cantu	12/03/2010 07:37 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/03/2010 02:23 PM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:50 PM	APRV

Form Started By: Eric Trevino

Started On: 11/03/2010 12:19 PM

Final Approval Date: 12/03/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 2, 2010

Universal Truckers Inc.
Attn: Bernardo Saenz, Jr.
P.O. Box 653
Alamo, Texas 78516

Via: Certified Mail #7099-3220-0002-9744-6488
Email: bernardosaenz95@yahoo.com

Re: Sixty (60) Day Extension Of Original Contract #C-08-251-12-23-
Hauling Services For Millings Material-Precinct No. 1"

Dear Mr. Saenz:

Commissioners' Court will take applicable action **(Tuesday, December 7, 2010)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed. Sixty Day Extension to be in effect **upon completion of the procurement process whichever comes** first under the same rate, term and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, December 7, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **10:00 a.m., Friday, December 3, 2010**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 6, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HAULING SERVICES FOR MILLINGS MATERIAL
BID NO: 2010-263-10-06-ERT

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Roy's Hauling Services Attn: Roy Balderas Jr.	EM	ERT	9-20-10	PO Box 1896 Edinburg, Tx 78540 956-383-2206 royshaulinginc@aol.com
Universal Truckers, Inc Attn: Eric Saenz	EM	ERT	9-20-10	1041 Esperanza St Alamo, Tx 78516 956-782-4939 hericsaenz@yahoo.com Bernardosaenz95@yahoo.com
Ortiz Dump Truck Services Attn: Arturo Ortiz	EM	ERT	9-20-10	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015 Superslick4949@aol.com
Tres Palacios, Dirt, Sand and Gravel Attn: Michael Palacios	EM	ERT	9-20-10	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558 evpharr@aol.com
International Materials Attn: Javier Garza	EM	ERT	9-20-10	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net
TREV-CORT TRUCKING INC. Attn: Lizbeth Guerra	EM	ERT	9-20-10	P.O. BOX 476 Alamo, Tx 78516 Office- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido Cell -793-2943 Lizbeth Guerra trevcort@gmail.com
Sun Belt Express Services, Inc	EM	ERT	9-20-10	P.O. Box 111 Harlingen, Texas 78551 williamh@sunbeltexpress.net

***VIA:**

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-2008-251-12-23

THIS CONTRACT is made and entered into this **23rd** day of **December, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Bernardo Saenz, Jr., DBA Universal Truckers, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for Milling Materials"** for **Hidalgo County Precinct No. 1** (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

Executed effective as of the date and year first above written.

Approved by Commissioners' Court on _____ ,2008.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge
Date: 12/30/08

ATTEST:

_____
Arturo Guajardo Jr., County Clerk
Date: _____

COMPANY:
Universal Truckers, Inc.

By: _____
Printed Name: EDUARDO SAENZ JR
Title: VICE - PRESIDENT
Date: 1/12/2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Date: 12-19-08

AI-23852 **20.B.2.**

Award/Aggregate Limestone Grade 4-Type A
CC REGULAR

Date:	12/07/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder Frontera Materials-meeting all specifications/requirements attached hereto for: Hidalgo County Precinct No. 1- "Aggregate Limestone Grade 4-Type A" RFB No.: 2010-277-10-20-SGS.

BACKGROUND

1. Current contract expires on 12/22/10.
2. New contract to commence on 12/23/10.
3. Recommended vendor is Frontera Materials, Inc.
4. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 12-3-10 $2,403.55

Attachments

Link: Letter of Recommendation, tabulation & participation list

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 04:32 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 04:45 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/03/2010 03:05 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Sandy Suarez — Started On: 11/04/2010 03:09 PM

Final Approval Date: 12/03/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1

ATTN: Raul Lozano, Chief Administrator

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: October 20, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-277-10-20-SGS-Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4-TYPE A"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **October 27, 2010 @ 1:00 P.M.** to be able to present to Commissioner's Court **on November 2nd or 9th, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. FRONTERA MATERIALS, INC.	SOLE BIDDER
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No 0-1200-431-00-121-005-0693

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Precinct 1	11/04/10

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY PRECINCT NO. 1

BID OPENING: October 20, 2010	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO. 2010-277-10-20-SGS

PRICE PER TON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	PARTICIPATING VENDOR (sole bidder)	**OPTION 1:** PRICE PER TON-MATERIAL ONLY-TO BE PICKED UP BY DEPT.	**OPTION II:** PRICE PER TON-MATERIAL & DELIVERY BY VENDOR TO PRECINCT NO.1
1	Frontera Materials, Inc. **Physical Address:** ¼ mile E. of FM 1015 on Military Hwy. Progresso, Texas	$ 25.00 per ton	$ 30.00 per ton

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October 20, 2010 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "AGGREGATE LIMESTONE GRADE 4-TYPE A"

BID NO: 2010-277-10-20-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) BORDER PACIFIC RAILROAD Attn: Sofia Cantu	e-mail	Sandy Suarez	10/04/10	901 E. 4th St. Rio Grande City, TX. 78582 P#956-487-5927 F# 956-487-4182 or 4678 sofia@boprr.com
4. Frontera Materials Attn: Barry Ehlinger	e-mail	Sandy Suarez	10/04/10	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
3.)				
4.)				
5.)				
6.)				
7.)				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-10-277-12-07

THIS AGREEMENT (the "Agreement") is entered into effective as of the 7th day of December, 2010 by and between Frontera Materials, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Precinct No. 1 for the "Aggregate Limestone Grade 4" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on December 23, 2010 and expire on December 22, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Seller:	Frontera Materials, Inc. Attn: Barry Ehlinger P.O. Box1449 Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Frontera Materials, Inc.

By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

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

PURCHASING DEPARTMENT
County Of Hidalgo

October 04, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 1 (ALL FUNDING SOURCES)**
Request for Bids -**"AGGREGATE LIMESTONE GRADE 4-TYPE A"**
Bid No: 2010-277-10-20-SGS

Dear Respondents:

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/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 1
(ALL FUNDING SOURCES)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
RFB NO: 2010-277-10-20-SGS

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

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

Thank you.
Martha L. Salazar /dh

Martha L. Salazar, CPPB, Purchasing Agent

10/04/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-277-10-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
(All Funding Sources)

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

BID OPENING DATE:
October 20, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2010-277-10-20-SGS**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1(ALL FUNDING SOURCES)-AGGREGATE LIMESTONE GRADE 4-TYPE A"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-277-10-20-SGS-HIDALGO COUNTY PRECINCT NO. 1(ALL FUNDING SOURCES) – AGGREGATE LIMESTONE GRADE 4-TYPE A"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, OCTOBER 20, 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.: 2010-277-10-20-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 1 (ALL FUNDING SOURCES) - AGGREGATE LIMESTONE GRADE 4-TYPE A"
   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 (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 PRECINCT NO. 1. (ALL FUNDING SOURCES) – AGGREGATE LIMESTONE GRADE 4-TYPE A"** 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 Precinct No. 1
  Attn: Raul Lozano, Chief Administrator
  1902 Joe Stephens Ave.
  Weslaco, TX. 78596
  (956)968-8733

17. Schedule of Events:

Bid Opening, 9:30 AM	**October 20, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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 PRECINCT NO. 1 (ALL FUNDING SOURCES)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
(All funding sources, i.e. R&B, CIP, and CAP)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

SPECIFICATIONS:

I. PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of Aggregate Limestone Grade 4-Type A (material). The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Pct. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct 1 hauling forces along with awarded vendor when required and/or on "as needed basis" for delivery of product.

OPITION II – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM 1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator
  (956) 968-8733

II. TERMS AND CONDITIONS:

a. Bid price shall be per ton.

b. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

c. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract. It is agreed and understood that

Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

d. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Hidalgo County Precinct № 1reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

e. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

f. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

g. After bid is awarded 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).

h. It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

i. Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

j. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

k. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

l. Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

m. 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.

n. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

o. Must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

p. The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

q. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

r. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

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. 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.
   b. 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.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

III. ADDITIONAL INFORMATION

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 that 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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, OCTOBER 13, 2010, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, OCTOBER 15, 2010.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BID

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1
(ALL FUNDING SOURCES)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "As Needed Basis" only.

MATERIAL: Aggregate Limestone Grade 4-Type A

OPTION 1

Material only- price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at: Physical location: _____ _____	$_____ per ton

OPTION 11

Material & Delivery-price per ton delivered by the vendor to Pct. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____ per ton

Term: The term of the contract will be for a period of one (1) year with the County's option to extend the contract for an additional (1) year under the same rates, terms and conditions with a 60 day grace period at the end of contract term, due to unforeseen delays with the award of new bid contract.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS
HIDALGO COUNTY PRECINCT NO. 1
(All Funding Sources)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GARDE 4-TYPE A"

RFB: 2010-277-10-20-SGS

EXHIBIT "C"

Insurance Requirements

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					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

SAMPLE

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 Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY PRECINCT NO. 1

(All Funding Sources i.e. R&B, CIP and CAP)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

Important: ***CIQ form must be recorded at Hidalgo County Clerk's Office.***
Any questions pertaining to this form please call me.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/23/2007

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY PRECINCT NO. 1

(All Funding Sources, i.e. R & B, CIP and CAP)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ 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
| | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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.

DEBARMENT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"AGGREGATE LIMESTONE GRADE 4-TYPE A"

RFB: 2010-277-10-20-SGS

REQUIREMENTS AGREEMENT
C-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Precinct No. 1 for the "Aggregate Limestone Grade 4" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail; but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY PRECINCT NO. 1

BID OPENING: October 20, 2010	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO. 2010-277-10-20-SGS

PRICE PER TON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	PARTICIPATING VENDOR	OPTION I: PRICE PER TON-MATERIAL ONLY-TO BE PICKED UP BY DEPT.	OPTION II: PRICE PER TON-MATERIAL & DELIVERY BY VENDOR TO PRECINCT NO.1
1	Frontera Materials, Inc. **Physical Address:** ¼ mile E. of FM 1015 on Military Hwy. Progresso, Texas	$ 25.00 per ton	$ 30.00 per ton

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1
(ALL FUNDING SOURCES)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

MATERIAL: Aggregate Limestone Grade 4-Type A

OPTION 1

Material only- price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at: Physical location: 1/4 mile E. of FM 1015 on Military Hwy. Progresso, Texas	$ 25.00 per ton

OPTION II

Material & Delivery-price per ton delivered by the vendor to Pct. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 30.00 per ton

Term: The term of the contract will be for a period of one (1) year with the County's option to extend the contract for an additional (1) year under the same rates, terms and conditions with a 60 day grace period at the end of contract term, due to unforeseen delays with the award of new bid contract.

BIDDER/COMPANY NAME: Frontera Materials, Inc.
ADDRESS: PO Box 1449
CITY/STATE/ZIP CODE: Elsa TX 78543
PHONE & FAX NUMBER: 316-8954 - FAX → 316-8905
E-MAIL ADDRESS: bmefrontera@aol.com
CELLULAR NUMBER: 607-5965
AUTHORIZED SIGNATURE: Barry M Ehlinger
PRINTED NAME: Barry M. Ehlinger
TITLE: Materials Mgr.
DATE: Oct 19, 2010

(Must be submitted with Bid Packet)

OPENED
9:48 am
10-20-2010

Witnessed

2010-277-10-20-SGS

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/31/2010

PRODUCER (956)565-2481 FAX: (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

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
Frontera Materials, Inc.
PO BOX 1449
Elsa TX 78543-1449

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	
INSURER B: Charter Oak Fire Insurance Co	
INSURER C: Travelers Lloyds Insurance Co	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	7982R146-10	9/1/2010	9/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	7986R053-10	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	8649R913-10	9/1/2010	9/1/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	8027R141-10	9/1/2010	9/1/2011	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
100 N. Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Robert R Garza/AS Robt R Garza

ACORD 25 (2009/01)
IN5025 (2009/01).01

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AI-24236 **20.C.1.**

Requesting Approval of Substantial Completion from D. Wilson Construction Co. for Pct 2

CC REGULAR

Date:	12/07/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" from contractor, D. Wilson Construction Co., reflecting the completion date of December 7, 2010 for the "Construction of New Hidalgo County Pct 2 and other County Offices Complex," as submitted and certified by project architect, VA Architecture.

BACKGROUND

Fiscal Impact

Attachments

Link: Substantial Completion

Link: Punchlist

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 04:48 PM	APRV
2	Budget & Management	Ivan Cantu	12/03/2010 07:38 AM	APRV
3	Roland Garcia	Rolando Garcia	12/03/2010 02:33 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW
Form Started By: Rocio Villarreal			Started On: 12/01/2010 04:42 PM	
Final Approval Date: 12/03/2010				

New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

PUNCHLIST FOR BUILDING A: PCT. 2 ADMINISTRATION OFFICES, BUILDING D: TAX OFFICE; & BUILDING E: OFFICES FOR JUSTICES OF THE PEACE & CONSTABLE, EXCLUDING THE EXTERIOR IS INCLUDED HEREWITH.

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul , Project Manager

Date(s): November 19, November 22, and November 23

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

I. It is the responsibility of the General Contractor to incorporate all defective items noted on the TDLR Inspection Report (to be issued at a later time) by the Registered Accessibility Specialist in order be in compliance with the Texas Accessibility Standards.

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All

such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

a. HVAC systems flow balancing charts, records and test reports.

b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

c. Complete electrical system test charts and reports.

1. Power circuits
   All power outlets
   All GFI circuits
   All circuit breakers
   All equipment connections
   All grounding systems

2. Lighting Circuits
   All interior lighting circuits and controls
   All exterior lighting circuits and controls
   All fixture mounting and connections
   All emergency lighting

3. Appliance and Equipment Circuits
   Verify proper voltages
   Verify proper operation
   Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:

a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems

c. Electrical Systems
   1. Power

2. Lighting
3. Fire Alarm
4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.

   a. General Contractor's 1 year Warranty
   b. Termite Protection 5 year Guarantee
   c. Roofing Contractor's 10 year Guarantee
   d. Door Manufacturer's Guarantee(s)
   e. Hardware Manufacturer's Guarantee(s

   f. Plumbing Contractor's Guarantee(s)
      1. General Guarantee
      2. Water Heater Guarantee(s)
      3. Fixtures and trim Guarantee(s)
      4. Special Equipment Guarantee(s)

   g. HVAC Contractor's Guarantee(s)
      1. General Guarantee

   h. Electrical Contractor's Guarantee(s)
      1. General Guarantee
      2. Panel and Equipment Guarantees
      3. Lighting Fixtures and Equipment Guarantee(s)
      4. Special Equipment Guarantee(s)

   i. Hollow Metal Guarantee(s)
   j. Toilet Partitions Guarantee
   k. Specialties guarantee(s)
   l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three

ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

BUILDING A: PCT. 2 ADMINISTRATION

102 - Lobby

North Wall
1. Remove excess paint from hollow metal door frame.
2. Properly clean return air grille.

East Wall
3. Install blank face plates at junction boxes.
4. Clean clerestory windows and frames.
5. Install fire extinguisher.
6. Remove scratches from Lexan pass through windows.
7. Caulk gaps around junction boxes.
8. Clean air diffuser grilles.
9. Apply final coat of paint to entire wall.

South wall
10. Clean clerestory windows and frames.
11. Clean hollow metal frame.
12. Install lite kit in solid core door.
13. Caulk gaps around junction box at light fixture.
14. Complete installation of glass in the hollow metal frame.
15. Repair bulge in the wall.

West wall
16. Remove paint from aluminum transom window.
17. Adjust closer at entrance doors to comply with Section 4.13.11 Door Opening Force 5 lbs/ft. of Texas Accessibility Standards.
18. Adjust trim at transom window.
19. Clean entire aluminum storefront.
20. Apply final coat of paint to entire wall.
21. Complete installation of drinking fountains.
22. Repair damage at wall.
23. Caulk j-box at light.

103 -Conference Room

North wall
24. Remove scuff marks from wall.
25. Repair corner of window opening.

East wall
26. Remove scuff marks from wall.
27. Complete installation of projector (electrical).

South wall
28. Install lite kit @ solid wood door.
29. Repair damage at wall adjacent to hall frame.
30. Remove all dirt and debris from top of millwork cabinet.
31. Install missing panels from under sink cabinet.
32. Water faucet for sink does not function.

West wall
33. Clean windows.
Ceiling
34. Install sections of missing grid.

Floor
35. Adjust floor box covers. Complete installation of face plate.

104 Corridor
North wall
36. Remove excess texture from exit sign.

East wall
37. Install missing ceiling tile.

South wall
38. Repair crack at corner of wall (top).
39. Correct top of wall which is out of plumb.
40. Faceplate at junction box is missing.

West wall
41. Install section of ceiling grid that is missing.

105 - Staff
North wall
42. Adjust ceiling grid; it's not plumb with wall.

East wall
43. Replace damaged ceiling grid at R/A grille.
44. Remove scuff marks from vinyl base.

South wall
45. Repair damage at top of corner of cased opening.
46. Adjust ceiling tiles to be flush with grid.

West wall
47. Reinstall moved ceiling tiles.
48. Remove scuff marks from vinyl base.

Floor
49. Remove scuff marks from floor.

106 - Commissioner's Office
North wall
50. Clean face plates at junction boxes.
51. Adjust face plate at network j-box.
52. Remove stain at sill of window.

East wall
53. Clean face plates.
54. Adjust face plate at blank j-box.
55. Remove scratches from hollow metal door.
56. Repair damage at hollow metal frame.
57. Install weatherstrip kit around entire door.
58. Clean exit sign.
59. Remove scuff marks from wall.

South wall
60. Clean hollow metal frame.
61. Clean marks on wall.
62. Clean thermostat housing.

West wall.
63. Install lite kit at wood door.
64. Install “on” label at light switch.
65. Caulk gaps at junction boxes.

Ceiling
66. Adjust grill @ air diffuser.
67. Adjust faceplate at light switch.

<u>107 - Covered Patio</u>
68. Remove all debris within area

<u>108 - Storage</u>
North wall
69. Install weatherstrip kit at exterior door.

East wall

South wall
70. Install door hardware. (Knob and strike are missing.)

West wall

West pipe chase
71. Install door hardware. (Knob and strike are missing.)
72. Install light fixture
73. Remove all debris from floor.
74. Remove excess material from pipes.
75. Adjust door; frame is out of plumb.

East pipe chase
76. Install door hardware. (Knob and strike are missing.)
77. Install light fixture
78. Remove all debris from floor.
79. Remove excess material from pipes.
80. Adjust door; frame is out of plumb.

109 - Restroom
North wall
81. Clean door and frame.
82. Adjust door closer.
83. Install correct light switch.

East wall
84. Clean toilet paper dispenser.

South Wall
85. Install mirror at sink.
86. Clean out all fixtures.
87. Install water line under sink or cap off.

West wall
88. Clean paper towel dispenser.

Floor
89. Clean all ceramic tile floor.

110 - Office
North wall

East wall
90. Adjust height of network j-box.

South wall
West wall
91. Clean & complete installation of windows.
92. Install lite kit @ door.
93. Remove excess paint from wall.
94. Adjust door closer to comply.

111 - Corridor
North wall

East wall
95. Clean all hollow metal frames & doors.

South wall
West wall
96. Clean thermostat housing.
97. Install fire extinguisher.
98. Install ceiling tile.

112 - Closet
99. Fix light switch which does not function.

113 - Receptionist
North wall
100. Clean countertop and excess debris in cabinet.

East wall
South wall
101. Adjust face plates at j-boxes.
102. Clean counter tops and excess debris in cabinets.

West wall
103. Finish painting wall around window fame
104. Clean Lexan at window.
105. Clean countertop & excess debris in cabinets.

Ceiling
106. Remove tape & paper from ceiling.
107. Complete installation of trim at windows.
108. Grommet cover is missing.

114 - Office
North wall
109. Sections of ceiling greed need to be installed.

East wall
110. Complete painting wall at corner.
111. Remove excess paint at vinyl/base.

South wall
112. Sections of ceiling grid need to be installed.
113. Clean face plates at j-boxes.

West wall
114. Clean window & frame.
115. Clean glass at door lite.

115 - Corridor
North wall
116. Clean doors & frames.

116 - Janitor
North wall
117. Clean out mop sink.
118. Clean all fixtures & lines.

South wall
119. Clean door & frame.

117 - Office
North wall
120. Adjust ceiling tiles.
121. Clean door and frame.

East wall
122. Remove scuff marks on wall.

South wall
123. Paint bottom corner of wall.

West wall
124. Install face plate and associated fixture at j-boxes.
125. Remove marking adjacent to outlet.

118 - Restroom
126. Clean all sanitary fixtures.

East wall
127. Clean toilet paper dispenser.
128. Clean grout throughout all ceramic tile .

South wall
129. Clean door and frame.
130. Remove tape from ceramic tile.

West wall
131. Clean paper towel dispenser.

Floor
132. Clean ceramic tile floor.

119 - Restroom
North wall
133. Clean door & frame.
134. Install label “on” at light switch.

East wall
135. Clean all sanitary fixtures.

South wall
136. Clean all sanitary fixtures.

West wall
137. Clean paper towel dispenser.

Floor
138. Clean ceramic tile floor

120 - Pipe chase
139. Clean floor
140. Remove excess materials from pipes
141. Install light fixture
142. Seal wall penetrations.

121 - Electrical
North wall
143. Repair wall at light switch.
144. Remove markings at vinyl base.
145. Label all circuits.

East wall
146. Repair wall adjacent to pipe chase door.
147. Clean door and frame to pipe chase.

South wall
148. Clean excess materials from electrical components.

122 - Breakroom
North wall

East wall

South wall
149. Clean countertop and clear cabinets of excess debris.
150. Verify panels under sink per submittal.
151. Adjust cabinet door to be flush.

123 - Office
North wall
152. Clean window and frame.
153. Repair door frame at strikes.

East wall
154. Reinstall vinyl base flush with wall.

South wall
155. Clean window frame.
156. Adjust gasket at window sill.

West wall
157. Clean vinyl base.

124 - TEI/NET
158. Ceiling tile is missing.
159. Readjust vinyl tile which is loose.
160. Seal all floor penetrations.
161. Install door hardware.

125 - Staff
North wall
162. Clean door lites.
163. Clean windows and frames.

East wall

South wall
164. Adjust window frame at head.
165. Clean windows and frames.

West wall
166. Repair damage at wall outlet.

126 Corridor
North wall
167. Repair scratches at frame to lobby.
168. Install fire extinguisher.
169. Complete installation at empty j-box.

East wall

South wall
170. Clean wall above door to office 127

West wall
171. Repair wall above pipe chase door.

127 - Office
North wall
172. Clean door frame.

East wall

South wall
173. Clean window and frame.

West wall
174. Clean windows and frames.

128 Pipe chase

175. Clean floor
176. Remove excess materials from pipes
177. Install light fixture
178. Seal wall penetrations.

129 - Restroom

179. Adjust closer
180. Clean all ceramic tile surfaces.
181. Clean all sanitary fixtures.
182. Install mirror over sink.

130 - Office

183. Clean door and frame.
184. Install faceplate at j-box.
185. Clean excess paint at ceiling.

BUILDING D: Tax Office

102 - Vestibule

186. Install face plate at empty j-box.
187. Remove scratches and paint from Lexan window.
188. Remove paint from shelf.
189. Repair wall at top of hollow metal frame.
190. Caulk all gaps where hollow metal frame meets with countertop shelf.

East wall

191. Install blank plates behind door closers.
192. Remove scratches from aluminum door and frame.
193. Caulk all exposed joints at aluminum frame.

South wall

194. Clean vinyl base.

West wall

195. Caulk all gaps around aluminum frame.
196. Complete installation of all window gaskets.
197. Remove and reinstall all trims at aluminum transom window.
198. Remove all tape and paint from aluminum door and frame.
199. Adjust weatherstrip kits to provide weatherproof conditions.
200. Complete installation of threshold and weatherstrip kit.
201. Adjust length of aluminum subsill to be flush strip kit with edge of frame.

103 - Alcove

202. Clean entire drinking fountain fixture.
203. Clean vinyl base.
204. Complete installation of light fixture.
205. Clean doors and frames.

104 - Men's Restroom

206. Complete installation of light switch. (Power is set to "on" but no switch exists.)
207. Install mirror.
208. Clean all sanitary fixtures.
209. Clean all ceramic tile surfaces.
210. Adjust cleanout at drain. (Water is leaking through.)
211. Install tabs at exhaust grille to conceal screws.

105 - Chase

212. Remove debris and extra supplies stored.
213. Clean floor.
214. Reverse "on"/"off" switch for light.

106 - Women's Restroom

215. Remove excess materials from light lens.
216. Clean all ceramic tile surfaces.
217. Clean all sanitary fixtures.
218. Install mirror.

107 - Motor Vehicles

East wall

219. Remove all scratches and excess materials from Lexan windows and frames.
220. Remove paint and dirt from panels beneath transaction windows.
221. Caulk all gaps where hollow metal frame meets with countertop shelf.
222. Remove paint from face plate.
223. Remove debris from all light fixtures.
224. Repair wall at edge of each air diffuser.
225. Clean vinyl base.
226. Caulk corners of wood trim and walls of panels beneath countertop shelf.

South wall

227. Remove all scratches and excess materials from Lexan windows and frames.
228. Remove paint and dirt from panels beneath transaction windows.
229. Caulk all gaps where hollow metal frame meets with countertop shelf.
230. Remove debris from all light fixtures.
231. Clean vinyl base.
232. Caulk corners of wood trim and walls of panels beneath countertop shelf.
233. At HCP transaction shelf, repair laminate joint to be flush and continuous.

West wall

234. Install face plate at j-box.
235. Remove all debris from light fixtures.
236. Remove paint from aluminum doors and frames.
237. Adjust northern most door to eliminate gap at bottom.
238. Clean all clerestory windows.

108 - Property Taxes

North wall

239. Remove all scratches and excess materials from Lexan windows and frames.
240. Remove paint and dirt from panels beneath transaction windows.
241. Caulk all gaps where hollow metal frame meets with countertop shelf.
242. Remove debris from all light fixtures.
243. Clean vinyl base.
244. Caulk corners of wood trim and walls of panels beneath coutnertop shelf.

East wall

245. Install face plate at empty j-box.
246. Install fire extinguisher in cabinet.
247. Repair scratches in wall above outlets.
248. Clean door and frame.
249. Clean vinyl base.

West wall

250. Remove film from Lexan windows.
251. Remove scratches and paint from Lexan windows.
252. Remove paint from vinyl base.
253. Remove debris from all light fixtures.

109 - Reception/Security

North wall

254. Remove stain from wall.

East wall

255. Clean door, door lite, and hollow metal frame.
256. Remove scratches and paint from Lexan windows.
257. Repair base at cabinet.

South wall

258. Caulk gaps where frames and counter meet.
259. Remove scratches and paint from Lexan windows.
260. Clean all millwork surfaces.

110 - Storage

261. Clean ceramic tile surfaces.
262. Repair damage at ceiling.
263. Clean light lens.
264. Remove debris from mop sink.

111 - Work room

265. Apply correct finish to front panel at knee space.
266. Remove dirt and debris from top of cabinet.
267. Clean all millwork surfaces.
268. Remove excess materials from water entrance enclose for refrigerator.
269. Clean vinyl base.
270. Reinstall light fixture.
271. Remove stain from ceiling grid.
272. Clean all aluminum window frames and glass.

112 - Women's Restroom

273. Repair ceiling at exhaust grille.
274. Remove paint from floor and wall at door.
275. Clean all ceramic tile surfaces.
276. Clean all sanitary fixtures.
277. Install mirror.

113 - Chase

278. Remove debris and extra supplies stored.
279. Clean floor.
280. Reverse "on"/"off" switch for light.

114 - Men's Restroom

281. Remove trash from floor.
282. Clean all ceramic tile surfaces.
283. Clean all sanitary fixtures.
284. Install mirror.

115 - Alcove
285. Clean all doors and frames.
286. Clean all vinyl base.
287. Repair wall partition adjacent to men's restroom. Wall is out of plumb.

116 - Tax tellers
North wall
288. Install fire extinguisher in cabinet.
289. Clean vinyl base.
290. Clean all doors and frames.

East wall
291. Remove tape from wall under countertop.

South wall
292. Remove all scratches and paint from Lexan windows.
293. Clean all millwork surfaces.
294. Caulk gaps where hollow metal frame meets countertop shelf.
295. Infill gap at wall beneath HCP transaction countertop.
296. Clean all vinyl base.

West wall
297. Clean all doors and frames.
298. Remove paint from wall.

117 - Electrical
299. Remove temporary filter from R/A grille.
300. Remove excess materials from electrical components.
301. Repair damage at wall below panel.
302. Finish painting wall below panels.
303. Clean all vinyl base.

118 Network
304. Cap off conduits flush with floor and seal penetrations.
305. Clean vinyl base.

119 - Work area
306. Install face plate at empty j-box.
307. Replace damaged light lens.

120 Tax Storage
308. Clean vinyl base.
309. Install emergency battery pack as required.
310. Remove paint from wall.
311. Clean door and frame both sides.

121 - Vestibule
312. Install face plates at empty j-boxes.
313. Clean all millwork surfaces.

314. Install weatherstrip kit at exterior door.

123 - Supervisor
North wall
315. Clean all vinyl base.
316. Adjust R/A grille to eliminate gaps.

East wall
317. Clean aluminum window frame.
318. Install emergency battery pack as required.

South wall
319. Clean ceiling grid.

West wall
320. Remove paint from face plate.

124 - Tax/Auto Asst. Supervisor
321. Adjust R/A grille to eliminate gaps.
322. Clean all aluminum window frames.
323. Clean all vinyl/base.
324. Install emergency battery pack as required.

125 - Head Cashier
325. Install all screws at door lite kit.
326. Clean all aluminum window frames.
327. Clean all vinyl base.
328. Adjust R/A grille to eliminate gaps.
329. Install emergency battery pack as required.

126 - Vault
330. Clean door and frame on both sides.
331. Repair ceiling at R/A grille.
332. Install V.C.T. as required.
333. Complete installation of door hardware. (Heavy duty hinge is missing.)

127 - Auto Tellers
East wall
334. Remove paint from wall.
335. Install fire extinguisher in cabinet.
336. Clean vinyl base.
337. Replace damaged light lens.

West wall
338. Remove scratches and paint from Lexan windows.
339. Caulk gaps where hollow metal frame meets countertop shelf.
340. Clean all millwork surfaces.
341. Repair wall at southern most j-boxes.
342. Clean all vinyl base.

128 - Work Station

343. Clean vinyl base.
344. Install face plate at empty j-box.
345. Install weatherstrip kit at exterior door.

130 - Auto Tellers

North wall

346. Remove all scratches and paint from Lexan windows.
347. Caulk gaps where hollow metal frame meets countertop shelf.
348. Infill gap at wall beneath HCP transaction countertop.
349. Clean all millwork surfaces.
350. Clean all vinyl base.
351. Reinstall network face plate.

South wall

352. Clean all millwork surfaces.
353. Clean all aluminum window frames.
354. Clean all vinyl base.

West wall

355. Repair damage at wall by door.
356. Clean door and frame.

131 - Motor Vehicle Storage

357. Clean all vinyl base.
358. Replace light switch sensor.
359. Paint wall above door.
360. Remove paint from ceiling grid.

BUILDING E: J.P. 1 & 2 AND CONSTABLE'S OFFICE

102 - Lobby

North wall

361. head of aluminum door frame to eliminate gap.
362. Remove excess materials from aluminum door and frame.
363. Install blank face plate at open j-box.
364. Install missing ceiling tile and R/A grille.

East wall

365. Install missing face plate at j-box.
366. Clean vinyl base.

South wall

367. Remove film from Lexan windows.
368. Remove scratches and clean window.
369. Repaint areas of wall that were repaired.

West wall

370. Repaint areas of wall that were repaired.
371. Clean aluminum windows and frames.

103 - Administrative Support Area

North wall

372. Remove film from Lexan window.
373. Install "on" label on light switch.
374. Install grommet at reception desk.
375. Repaint wall beneath reception desk.
376. Replace damaged drawer at reception desk.
377. Clean top of reception desk.

East wall

378. Remove dirt and debris from the top of wall mounted cabinets.
379. Repaint wall around face plates.

South wall

380. Install missing V.C.T.
381. Remove suff marks from vinyl base.
382. Remove dirt and debris from top of cabinets.

West wall

383. Remove paint from vinyl base.
384. Remove excess materials from aluminum window frames.

104 - Storage

North wall

385. Remove paint from vinyl base.
386. Replace light switch; lights do not turn off.

East wall
387. Clean vinyl base.
388. Repair damaged air diffuser.

South wall
389. Install missing ceiling grid.
390. Remove stains at ceiling grid.

West wall
391. Install R/A grille
392. Clean vinyl base.
393. Remove stains at ceiling grid.

105 - Corridor
394. Install R/A grille.
395. Clean vinyl base.
396. Clean doors and frames.
397. Install missing ceiling grid.

106 - Restroom
398. Repair top of corner of hollow metal frame.
399. Clean all sanitary fixtures.
400. Clean all ceramic tile surfaces.
401. Install mirror.

107 - Chase
402. Repair wall around light fixture.

Corridor
403. Remove excess paint from exterior door frame.
404. Repaint section of wall adjacent to light switch.

109 - Break Room
North wall
405. Install R/A grille.

East wall
406. Remove dirt and debris from top of cabinet.

South wall
407. Clean ceiling grid around air diffuser.

West wall
408. Remove excess paint from vinyl base and outlet.

110 - Electrical

409. Adjust door hardware. (Door does not latch.)
410. Install gypsum board at hinge side of pipe chase door.
411. Remove paint from wall outlet and vinyl base.
412. Install “on” label on light switch.
413. Label all circuits.

111 - Chase

414. Clean floor.
415. Remove excess materials from pipes.
416. Install light fixture.
417. Seal wall penetrations.

112 - Restroom

418. Adjust sensor at light switch.
419. Clean all sanitary fixtures.
420. Clean all ceramic tile surfaces.

113 - Chambers

421. Install vinyl tile.
422. Install missing face plate at j-box.
423. Install missing R/A grille
424. Clean hollow metal frame.
425. Install missing ceiling grid.
426. Remove excess paint from vinyl base.
427. Install vinyl base and flooring at platform leading to judge’s bench.
428. Fix emergency light fixture that does not turn on completely.

114 - Closet

429. Clean vinyl base.
430. Reinstall light switch; it does not function.
431. Repair damage at bottom of door frame.

115 - Jury

432. Replace damaged light fixture above door.
433. Remove paint from counter top and face panel at sink.
434. Remove all dirt and debris from top of cabinet.
435. Clean vinyl base.
436. Door frame does not have latch.
437. Adjust door closer; door does not close.

116 - Storage

438. Install R/A grille.
439. Install missing ceiling grid.
440. Clean vinyl base.
441. Battery pack light fixture is missing.

117 - Janitor
442. Clean floor.
443. Remove excess materials from pipes.
444. Install light fixture.
445. Seal wall penetrations.

118 - Pipe Chase
446. Clean floor.
447. Remove excess materials from pipes.
448. Install light fixture.
449. Seal wall penetrations.

119- Chase
450. Remove extra pieces of millwork.
451. Install light fixture.
452. Remove excess debris from room.

120 - Men's Restroom
453. Clean all ceramic tile.
454. Clean all sanitary fixtures.
455. Remove piece of millwork stored.
456. Install mirror.

121 - Women's Restroom
457. Install missing ceramic tiles
458. Install mirror.
459. Clean all sanitary fixtures.
460. Remove piece of stored millwork.

122 - Lobby
North wall
461. Remove excess paint from drinking fountains.
462. Install face plate at j-box.
463. Clean clerestory windows.
464. Clean vinyl base.
465. Remove debris from light fixture.

East wall
466. Repaint portion of wall at hollow metal frame.
467. Remove debris from light fixtures.
468. Clean vinyl base.

South wall
469. Remove debris from light fixtures.
470. Clean vinyl base.

West wall
471. Clean all windows and frames.
472. Remove debris from light fixtures.

123 Chase
473. Remove debris from floor.

124 - Justice of the Peace Place Two
474. Reinstall thermostat.
475. Install face plate at empty j-box.
476. Clean vinyl base.
477. Light above exit door does not function.

East wall
478. Install face plate at empty j-box.
479. Install weatherstrip kit at exterior door.
480. Install scheduled floor finish at judge's bench.
481. Install vinyl base at judge's bench.
482. Repair wall at south side of judge's bench.

South wall
483. Clean vinyl base.
West wall
484. Install fire extinguisher in cabinet.
485. Repair wall at fire extinguisher cabinet.
486. Complete installation of trim at windows.

Ceiling
487. Light fixture at center of room does not function.

126 - Network room
488. Install scheduled door and hardware.
489. Battery pack light fixture is not installed.

127 - Corridor
490. Install R/A grille/
491. Clean floors.
492. Clean vinyl base.
493. Repair damage at east wall by exit.
494. Install weatherstrip kit at exterior door.

128 - Constable Office
North wall
495. Reinstall network face plate.
496. Clean vinyl base.
497. Install R/A grille.

East wall
498. Remove paint from outlet.

South wall
499. Clean vinyl base.
500. Remove paint from ceiling grid.
501. Clean lite at door.

West wall
502. Remove paint from face plate.

129 - Corridor
503. Remove tape from hinges at door to courtroom.
504. Remove paint from door.
505. Adjust closer at door to courtroom; door does not close completely.
506. Install R/A grille
507. Clean floors.
508. Install face plate at j-box outside constable's office.

130 - Closet
509. Clean door and frame.
510. Install gypsum board ceiling.
511. Install door silencers.

131 - Restroom
512. Lights and exhaust do not turn off automatically.
513. Clean all ceramic tile
514. Clean all sanitary fixtures.
515. Install mirror.
516. Remove tape from floor drain.

132 - Chase
517. Remove excess materials from room.

133 - Secured Storage
518. Fix the light that does not function.
519. Install all door closers.

134- Chief Deputy
North wall
520. Clean vinyl base.

East Wall
521. Clean vinyl base.
522. Remove paint from outlet.

South wall
523. Repaint wall around j-box face plate.

West wall
524. Battery pack at light fixture is not installed.

135 - Corridor
North wall
525. Install missing ceiling tile.

South wall
526. Remove paint from ceiling grid.
527. Install fire extinguisher.

136 - Staff
North wall
528. Install R/A grille.

South wall
529. Remove paint from face of millwork.
530. Remove dirt and debris from top of cabinet.

West wall
531. Clean door and frames
532. Repair wall at top of pipe chase door.

137 - Chase
533. Remove debris from chase.

138 - Restroom
534. Clean all ceramic tile.
535. Clean all sanitary fixtures.
536. Install mirror.
537. Light switch does not work properly. (After first “on” and “off,” the unit begins to turn on and off several times.

139 - Work Area Receptionist
North wall
538. Remove dirt and debris from top of cabinets.
539. Remove excess dirt from drawers and cabinets.
540. Install R/A grille.

East wall
541. Clean and remove scratches from Lexan window.
542. Install all window kit at Lexan window.
543. Remove excess dirt form within drawers and cabinets.

South wall
544. Install fire extinguisher in cabinet.

Wet wall
545. Remove excess dirt from within drawers and cabinets.
546. Remove paint from vinyl base.

140 - Lobby
North wall
547. Clean aluminum door and frame
548. Install face plate at j-box.

East wall
N/A

South wall
549. Remove paint from door and frame.

West wall
550. Remove scratches and paint from Lexan window.

166 - Conference Room
North wall
551. Clean vinyl base.

East wall
552. Remove tape from door frame.

South wall
553. Install missing ceiling tiles.
554. Complete installation of projection screen.
555. Repair damage at wall.

West wall
556. Clean vinyl base.
557. Clean windows and frames.

142 - Lobby
North wall
558. Remove paint from door frame.
559. Remove film from Lexan window.
560. Clean counter top.

East wall
561. Install face plate at empty j-box.

South wall
562. Clean aluminum door and frame.
563. Adjust head of aluminum door (There is a gap at the top of the door.)
564. Clean vinyl base.

West wall
565. Clean aluminum windows.

143 - Administrative Support Area
North wall
566. Remove dirt and debris from top of cabinet.
567. Remove paint from face of cabinets.
568. Remove and reinstall select V.C.T. that is not properly adhered.
569. Install R/A grille.

South wall
570. Fix the broken light switch sensor. (Light does not automatically turn on.)
571. Clean millwork tops.

West wall
572. Clean windows and frames.
573. Clean millwork tops.

144 - Storage
574. Clean floor.
575. Remove excess materials from pipes.
576. Install light fixture.
577. Seal wall penetrations.

145 - Corridor
578. Remove plastic from pipe chase door.
579. Clean exterior door and frame.
580. Install weatherstrip kit at exterior door.
581. Clean vinyl base.

149 - Storage
582. Remove paint from ceiling grid.
583. Install missing ceiling tile.
584. Paint roof access ladder.

150- Break Room
585. Clean millwork countertop.
586. Remove all dirt and debris from top of cabinets.
587. Clean vinyl base.

151 - Electrical
588. Clean all electrical components.
589. Remove plastic from doors.
590. Replace damaged ceiling tile.
591. Clean vinyl base.

152 - Chase
592. Remove plastic from door.
593. Remove extra equipment.
594. Remove dirt and debris from floor.
595. Install light fixture.
596. Adjust door and frame. (The door does not close).

153 - Restroom
597. Light fixture does not function.
598. Clean ceramic tile.
599. Clean sanitary fixtures.
600. Install mirror.
601. Remove tape from floor drain.

156 - Jury Room
602. Adjust door closer.
603. Remove dirt and debris from top of cabinets.
604. Clean sink.
605. Clean vinyl base.
606. Caulk gaps at backsplash and countertop.

158 - Justice of the Peace Place One
North wall
607. Remove paint form vinyl base.
608. Adjust vinyl base.
609. Light switches do not function currently.

East wall
610. Clean vinyl base.
611. Install face plate at empty j-box.
612. Install finished floor at judge's bench.
613. Install vinyl base at judge's bench.
614. Install weather strip kit at exterior door.
615. Remove excess metal studs stored at judge's bench.

South wall
616. Reinstall thermostat.
617. Install face plate at empty j-box.

West wall
618. Clean door, window, and frame; install trim at windows.
619. Install fire extinguisher in cabinet.

159 - Chase -
620. Clean floor.
621. Remove excess materials from pipes.
622. Install light fixture.
623. Seal wall penetrations.

160 - Janitor
624. Clean floor.
625. Remove excess materials from pipes.
626. Install light fixture.
627. Seal wall penetrations.

161 - Men's Restroom
628. Install mirror.
629. Clean all ceramic title.
630. Clean all sanitary fixtures.
631. Adjust light lens.
632. Remove excess paint from bottom of door frame and floor.

162 - Chase
633. Remove debris from floor.

163 - Women's Restroom
634. Clean all ceramic tile.
635. Clean all sanitary fixtures.
636. Install mirror.

164 - Lobby
North wall
637. Repair joint at furrdown.

East wall
638. Remove scuff marks from wall.
639. Repair wall around air diffusers.
640. Clean door and frame.

South wall
641. Install face plate at empty j-box.
642. Complete installation of drinking fountain.

West wall
643. Clean windows and frames.

165 - Chase
644. Remove dirt and debris from floor.
645. Fill in wall at structural steel column.
646. Clean door and frame.

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS

600 E. Beaumont Suite #2
McAllen, Texas 78501
(956) 664-2727
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Punch List

Project: New Pct. #2 Administration Offices Bldg. A, D & E
Architect: V.A. Architecture

Date: 11.30.10
Time: 10:00 AM

Contractor:
D. Wilson Construction - (Casimiro)

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibilities to complete all work in accordance with the contract documents. Mechanical, Electrical, and Plumbing items requiring attention are as follows:

Mechanical:

1. Provide missing opposed blade damper at all ceiling mount supply air diffusers per air device schedule.
2. Return air device at Building 'D', room #131 does not match others; provide the equivalent 50-F model per air device schedule.
3. Remove all air filters from return air devices prior to substantial completion.
4. Return air devises in Building 'D', rooms 123, 124 & 126 require better installation finish-out.
5. Verify duct connection exists onto return air device at Building 'E', room #149.
6. Replace damaged access panel at RTU-2D.
7. As per fan coil unit schedule, all Fan Coil Condensing Units are to be mounted on a roof curb. Provide and install curbs to mount Fan Coil Condensing Units. Also, furnish aluminum jacket elbows and refrigerant line roof supports as required.
8. Provide test and balance report.
9. Provide owner with operation and maintenance manuals.
10. Provide training session for owners operation personnel.
11. Provide owner with extra set of filter(s).

Electrical:

1. Replace all malfunctioning Occupancy Sensors. Several sensors were not functioning properly.
2. Verify all receptacles and data outlets are furnished at ceiling for projectors at conference rooms.
3. Verify all light fixtures are working properly and replace all broken lenses.
4. Furnish and install GFCI receptacles at all locations noted on plan. Several GFCI receptacles were standard receptacles with no GFI protection.

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5. Furnish and install 3-Way Occupancy Sensors at Commissioner 106, Justice of the Peace Place One 158, Chamber 154, Justice of the Peace One 124, Chamber 113, Judge 157, and Judge 125.
6. Replace broken circuit breaker at Panel RE.
7. Solar Array shall be cleaned prior to substantial completion.

Plumbing:

1. Provide pipe insulation and aluminum jacket for main water line entering the buildings.
2. Provide cleanout plug in Building "A", Chase 120. Please verify.
3. Restroom at Building "D", Men's 114 faucet's cold water was not functioning properly. Please verify.
4. Wall hydrant located on Building "E", east side exterior wall was not provided. Please verify.
5. All Restroom floor drains shall be primed from water closet in lieu to lavatory tail piece connection.
6. Provide pipe insulation and aluminum jacket on all condensate drain lines serving rooftop units. Please verify.
7. 4" Floor cleanout located in Building "E", Storage Room 103 was not provided. Please verify.
8. 2-way Yard cleanout located on South East of Building "E" was not placed in a cast-in concrete. Please verify.
9. In general, verify Water Heater on Building "D" and "E" are working properly. No hot water is currently available.
10. Flush water piping system until dirty water does not appear at outlets.
11. Drinking fountains: adjust fixture flow regulators for proper flow and stream height.
12. Provide owner with operation and maintenance manuals.
13. Provide training session for owners operation personnel.

Signed: Luis Javier Pena, PE; Abram L. Dominguez, PE

D. Wilson Construction Punchlist
November 24, 2010
Hidalgo County Pct. 2
Building "A"

General

Final Cleanup
Seal all exposed concrete floors
Clean / touchup all HM frames
Remove plastic from all doors

Portico #101

1 Clean CMU
2 Clean Stucco
3 Repair Concrete Floor

Lobby #102

4 Remove all marks on storefront doors & frames
5 Install/repair storefront frame at transom
6 Repair patch below exit sign at door #1
7 Repair patch on upper left corner of window frame between 102 & 103
8 Clean A/C grill on north wall
9 Install cover plate above fire extinguisher cabinet
10 Install fire extinguisher
11 Adjust cover plate at indirect lighting on east & west walls
12 Clean / replace base @ southeast corner between doors 6 & 29

Conference #103

13 Touchup HM frame between rooms 102 & 103
14 Touchup / repaiir column at west wall near sink / cabinet
15 Install missing ceiling grid "T's" at center row
16 Install bronze floor box

Corridor #104

17 Install cover plate on south wall
18 Install missing ceiling grid "T" above door 6
19 Missing ceiling tile above door 7

Staff #105

20 Reinstall ceiling tiles at north & west walls
21 Clean base

Commissioner #106

22 Repair upper left corner of HM frame at door 8

Covered Patio #107

23 Touchup / repair HM doors & frames
24 Repair concrete floor
25 Repair brick ledge at door 3
26 Remove tar from concrete

Storage #108

27 Missing locksets at doors 14A & 14B
28 Clean chases
29 Clean floor
30 Touchup / paint conduits behind roof access ladder

Restroom #109

31 Clean floor
32 Clean upper left corner of door frame
33 Regrout tile at right side of door frame and throughout
34 Install Mirror

Office #110

35 Install window stops
36 Remove blue paint on west wall above door
37 Remove paint on lower left of east wall
38 Clean / touchup HM frame

Corridor #111

39 Install missing ceiling grid "T's" above door 9
40 Clean / touchup window frame @ Office 114

Closet #112

41 Light does not work

Reception #113

42 Install miising window stops @ window C
43 Clean counters
44 Clean / replace base @ southeast niche

Office #114

45 Missing ceiling grid "T's" @ north & south walls
46 Clean / touchup HM frame

Corridor #115

47 Install missing fire extinguisher
48 Clean / touchup door / frame 5

Janitor #116

49 Clean / touchup door frame & hinges
50 Replace VCT @ soutwest corner - right side of door
51 Clean mop sink
52 Replace defective tile at mop sink

Storage #117

53 Install cover plate on west wall
54 Repair around plug on west wall

Restoom #118

55 Clean floor
56 Install mirror
57 Clean / touchup door frame

Restoom #119

58 Clean floor
59 Install mirror
60 Clean / touchup door frame

Chase #120

61 Remove exposed metal studs
62 Patch all voids
63 Touchup all walls

Electrical #121

64 Clean / touchup door frames
65 Tape, float, texture & paint right side of door to Chase 120

Break Room #122

66 Clean / touchup door frames
67 Clean counter

Office #123

68 Adjust base at east wall below plug
69 Clean base
70 Repair frame (no electric strike required)

Telephone / Network #124

71 Clean / touchup frame
72 Touchup all walls
73 Replace VCT on north wall @ northwest & northest corners
74 Missing ceiling tile A northeast corner

Staff #125

75 Repair / repaint door frames
76 Repair sheetrock on west wall below outlet

Corridor #126

77 Install window stops @ window between 126 & 102
78 Repair / repaint HM frames 102 & 126
79 Install cover plate next to door 21
80 Install fire extinguisher
81 Repair / patch around HM frames
82 Adjust ceiling tile above door 23

Office #127

83 Repair / repaint door frame

Pipe chase #128

84 Remove exposed metal studs
85 Install pipe insulation
86 Patch all voids
87 Install light bulb
88 Patch behind light fixture
89 Tape, float, texture & paint around door frame
90 Touchup all walls

Restroom #129

91 Clean floor
92 Install mirror
93 Clean grout
94 Remove paint on tile walls

Office #130

95 Install cover plate on west wall
96 Clean ceiling grid & tile on west wall - mid room

End of Punchlist for Building "A"

D. Wilson Construction Punchlist
November 30, 2010
Hidalgo County Pct. 2
Building "D"

General

Final Cleanup
Seal all exposed concrete floors
Clean / touchup all HM frames
Remove plastic from all doors

Portico #101

1 Clean CMU
2 Clean Stucco

Lobby #102

3 Install door #1 correctly
4 Trim missing on north door #1 @ panic
5 Door #1 needs adjusting towards center
6 Install threshold
7 Adjust window gaskets
8 Clean aluminum doors & frames
9 Install cover plate on north wall left of pass thru window
10 Remove film from pass thru window & clean
11 Clean floor

Alcove #103

12 Clean water fountain
13 Clean / replace base
14 Patch / repaint door frames and around frames

Men #104

15 Light switch missing
16 Install mirror
17 Clean floor

Chase #105

18 Remove exposed metal studs
19 Install pipe insulation
20 Patch all voids
21 Touchup all walls

Women #106

22 Install mirror
23 Clean floor

Motor Vehicle #107

24 Clean storefront doors & frames
25 Install cover plate @ closers
26 Install cover plate on south side of west wall
27 Clean base
28 Adjust right door #7
29 Remove film from pass thru windows

Property Taxes #108

30 Clean storefront doors & frames
31 Install cover plate @ closers
32 Install cover plate on west wall above fire extinguisher
33 Clean base
34 Adjust right door #7
35 Remove film from pass thru windows

Reception / Security #109

36 Remove film from pass thru windows
37 Touchup frames & around frames
38 Clean base

Storage #110

39 Touchup walls
40 Repair VCT behind door @ north wall
41 Clean sink & tile

Work Room #111

42 Touchup frame & around frame
43 Clean base
44 Patch / repaint @ upper left of door
45 Clean window frames

Women #112

46 Clean wall & floor tile @ lower left side of door frame
47 Clean floor
48 Install mirror

Chase #113

49 Electrical switch upside down
50 Remove exposed metal studs
51 Install pipe insulation
52 Patch all voids
53 Touchup all walls

Men #114

54 Clean floor
55 Install mirror
56 Remove paint on grout on right side of frame

Alcove #115

57 Clean base
58 Touchup walls

Tax Teller #116

59 Remove stain on lower left of door #14
60 Touchup frame & around frame
61 Clean base
62 Clean windows

Electrical #117

63 Remove filter from R/A
64 Clean base
65 Patch / paint behind conduits

Network #118

66 Clean base
67 Replace VCT on south wall
68 Install cover plate on west wall
69 Replace ceiling tile on east wall & above A/C

Work Area #119

70 Replace VCT on south wall
71 Install cover plate on west wall

Tax Storage #120

72 Clean / replace ceiling grid above door
73 Clean base
74 Patch / touchup around J-Box & walls @ roof access area

Vestibule #121

75 Install cover plate on north wall
76 Clean counters
77 Repair / touchup @ right side of door #2
78 Touchup / repair door & frame @ door #2

Alcove #122

79 Clean CMU
80 Clean Stucco
81 Clean concrete
82 Touchup / repaint door & frame
83 Patch brick ledge @ left side of door

Supervisor #123

84 Adjust ceiling grid / ceiling tile @ R/A
85 Patch / touchup left side of door
86 Clean / replace ceiling grid above door
87 Clean base
88 Clean window frames

Tax / Auto Assistant Supervisor #124

89 Touchup frame & around frame
90 Clean base
91 Clean / replace ceiling grid above door
92 Clean window frames
93 Missing ceiling grid "T's" @ R/A

Head Cashier #125

94 Touchup frame & around frame
95 Missing screws @ lite kit
96 Clean base
97 Clean window frames
98 Adjust ceiling grid / ceiling tile @ R/A

Vault #126

99 Clean / touchup stucco & CMU
100 Base?
101 Touchup / repaint door & frame
102 Patch stucco around R/A

Auto Tellers #127

103 Clean base
104 Remove film from pass thru windows
105 Touchup frame & around frame
106 Clean / replace ceiling grid above door #18
107 Adjust base @ right of door #18

Work Station #128

108 Clean base
109 Install cover plate @ right of door #3
110 Touchup door / frame @ door #3 & door #21

Alcove #129

111 Caulk @ stucco to CMU connection
112 Clean CMU
113 Clean Stucco
114 Clean concrete
115 Touchup frame & around frame
116 Patch brick ledge @ left side of door

Auto Tellers #130

117 Remove film from pass thru windows
118 Clean base
119 Clean window frames
120 Touchup frame & around frame
121 Clean counters
122 Patch lower left @ door #22
123 Recaulk counter splash

Motor Vehicle Storage #131

124 Clean base
124 Touchup frame & around frame
126 Touchup walls

End of Punchlist for Building "D"

D. Wilson Construction Punchlist
November 24, 2010
Hidalgo County Pct. 2
Building "E"

General

Final Cleanup
Seal all exposed concrete floors
Clean / touchup all HM frames
Remove plastic from all doors

Porch #101

1 Clean CMU
2 Clean Stucco

Lobby #102

3 Clean aluminum door
4 Install cover plate between doors 1 & 9
5 Install cover plate on east wall
6 Install ceiling tile above door 9
7 Remove film from pass thru window
8 Touchup window frames & west wall

Administrative Support Area #103

9 Missing VCT
10 Remove film from pass thru window
11 Clean counter

Storage #104

12 Touchup door frame & on rightside
13 Missing ceiling grid "T's" @ south wall
14 Remove filter from R/A
15 Clean base

Corridor #105

16 Remove filter from R/A
17 Touchup frames & around
18 Install fire extinguisher
19 Clean base

Restroom #106

20 Clean floor
21 Install mirror
22 Touchup frame

Chase #107

23 Remove exposed metal studs
24 Install pipe insulation
25 Patch all voids
26 Touchup all walls

Corridor #108

27 Clean / touchup frames & around frames
28 Clean base
29 Touchup door #8

Break Room #109

30 Clean / touchup frames & around frames
31 Clean base
32 Remove filter from R/A
33 Remove scratches on VCT

Electrical #110

34 Patch / repair sheetrock on right side of door #120

Chase #111

35 Remove exposed metal studs
36 Install pipe insulation
37 Patch all voids
38 Touchup all walls

Restroom #112

39 Clean floor
40 Install mirror
41 Touchup frame & around frame

Chamber #113

42 Remove filter from R/A
43 Clean / touchup frames & around frames
44 Clean base
45 Install flooring & base @ raised area
46 Install cover plate on east wall
47 Touchup column @ east wall
48 VCT infront of door #21

Closet #114

49 Light not working

Jury Room #115

50 Damage above door
51 Replace VCT on right side of door
52 Clean base
53 Clean counter

Storage #116

54 Missing ceiling grid "T's" @ northwest corner
55 Remove filter from R/A
56 Clean / repair base

Janitor #117

57 Seal penetrations @ ceiling
58 Clean / touchup frames & around frames

Chase #118

59 Remove exposed metal studs
60 Install pipe insulation
61 Patch all voids
62 Touchup all walls

Chase #119

63 Install light bulb
64 Remove exposed metal studs
65 Install pipe insulation
66 Patch all voids
67 Touchup all walls

Men #120

68 Clean floor
69 Install mirror
70 Touchup door frame

Women's #121

71 Clean floor
72 Install mirror
73 Touchup door frame

Lobby #122

74 Touchup / repaint door frame 28
75 Clean base
76 Install cover plate on north wall
77 Touchup frames & around doors 26 & 27
78 Clean base

Pipe chase #123

79 Remove exposed metal studs
80 Install pipe insulation
81 Patch all voids
82 Touchup all walls

Justice of the Peace Place 2 #124

83 Install thermostat on north wall
84 Touchup around HM frames
85 Install windows stops @ door 28
86 Install fire extinguisher
87 Repair sheetrock at right side of judge & behind witness stand

Judge #125

88 Touchup door & frame 7
89 Install flooring & base @ raised area
90 Install cover plate on east wall, right side of door 7 & under judge's bench
91 Install cover plate next to door 43

Network #126

92 Touchup frames & around frames
93 Replace damaged ceiling tile above A/C grill & 1st light
94 Repaint around outlet around A/C grill

Corridor #127

95 Touchup frames & around frames
96 Remove stain from door
97 Remove tape
98 Remove filter from R/A

Constable #128

99 Touchup frames & around frames
100 Clean / replace stained ceiling grid
101 Clean / touchup doors
102 Remove filter from R/A
103 Install data cover plate on north wall
104 Adjust door - not closing properly

Corridor #129

105 Remove tape from hinges @ door #43
106 Repair sheetrock on left side of door #6
107 Missing door #42
108 Clean base
109 Remove filter from R/A

Closet #130

110 No ceiling
111 Repair door frame on upper left
112 Touchup walls

Restroom #131

113 Clean floor
114 Install mirror
115 Clean tile on right side of door
116 Touchup frame & around frame

Chase #132

117 Remove exposed metal studs
118 Install pipe insulation
119 Patch all voids
120 Touchup all walls

Secured Storage #133

121 Light not working
122 Touchup frame & around frame

Chief Deputy #134

123 Repair / repaint right side of door
124 Clean base

Hall #135

125 Install fire extinguisher
126 Install cover plate next to door #38
127 Clean / replace ceiling grid above door #36
128 Missing ceiling tile above door #34

Staff #136

129 Remove filter from R/A
130 Touchup frame & around frame

Chase #137

131 Remove exposed metal studs
132 Install pipe insulation
133 Patch all voids
134 Touchup all walls

Restroom #138

135 Light doesn't work
136 Install mirror
137 Clean floor

Work Area / Receptionist #139

138 Touchup around door frame #64
139 Install fire extinguisher
140 Remove filter from R/A
141 Clean base
142 Clean dirty ceiling grid

Lobby #140

143 Clean aluminum door & frame
144 Install cover plate on north wall, left side of door
145 Touchup frame & around frame
146 Remove film from pass thru window

Porch #141

147 Clean CMU
148 Clean stucco
149 Clean all windows
150 Clean concrete

Lobby #142

151 Touchup frames & around frames
152 Install cover plate @ closer
153 Install cover plate @ east wall
154 Install ceiling tile above door #46
155 Remove film from pass thru window

Adiminstrative Support Area #143

156 Touchup frames & around frames
157 Install R/A grill
158 Clean counter
159 Adjust ceiling grid @ column between #143 & #144

Storage #144

160 OK

Corridor #145

161 Install fire extinguisher

Restroom #146

162 Touchup frames & around frames
163 Clean floor
164 Install mirror
165 Remove stain on lower right by door frame

Chase #147

166 Remove plastic from door
167 Remove exposed metal studs
168 Install pipe insulation
169 Patch all voids
170 Touchup all walls

Corridor #148

171 OK

Storage #149

172 Repair Cmu @ roof access
173 Install missing ceiling tile
174 Clean / replace ceiling grid @ upper left of door

Break Room #150

175 Touchup frames & around frames
176 Clean counter
177 Paint right side of door #54
178 Remove tape from base @ right side of door #54
179 Remove plastic from door #54

Electrical #151

180 Remove plastic from door
181 Touchup frames & around frames
182 Patch / repair sheetrock behind panels
183 Replace damaged ceiling tile next to R/A
184 Adjust ceiling tile next to light @ middle & north side of room
185 Clean base

Chase #152

186 Remove plastic from door
187 Remove exposed metal studs
188 Install pipe insulation
189 Patch all voids
190 Touchup all walls

Restroom #153

191 Light not working
192 Install mirror
193 Clean floor
194 Regrout / grout on upper right side of door

Chambers #154

195 Touchup frames & around frames
196 Remove stain on upper right of door #51
197 Install cover plate @ east wall
198 Remove filter from R/A
199 Install flooring & base at raised area
200 Adjust ceiling tile / grid above door #49
201 Repair upper left corner of door frame #50

Closet #155

202 Touchup frames & around frames
203 Repair / repaint all walls
204 Clean / replace stained ceiling grid

Jury Room #156

205 Touchup frames & around frames
206 Remove paint from hinges
207 Clean base

Judge #157

208 Install flooring & base at raised floor
209 Install cover plate @ east wall and under judge's bench
210 Touchup / repair door #5
211 Repair / repaint door frame and left side of door #49

Justice of the Peace Place 1 #158

212 Install thermostat @ south wall next to door #43
213 Install cover plate on right side of door #43
214 Clean base
215 Touchup frames & around frames
216 Install window stops @ door #45
217 Install fire extinguisher
218 Patch sheetrock @ left side of judge behind witness stand

Chase #159

219 Remove platic from door
220 Remove exposed metal studs
221 Install pipe insulation
222 Patch all voids
223 Touchup all walls

Janitor #160

224 Repair sheetrock ceiling @ water heater & above door #59
225 Repair sheetrock ceiling around exhaust fan
226 Touchup frames & around frames

Men #161

227 Clean floor
228 Regrout walls as necessary
229 Install mirror
230 Remove stain from door & floor
231 Repair / regrout around door frame

Chase #162

232 Remove exposed metal studs
233 Install pipe insulation
234 Patch all voids
235 Touchup all walls

Women #163

236 Touchup frames & around frames
237 Clean floor
238 Install mirror

Lobby #164

239 Repair damaged sheetrock on east wall @ A/C grills & below light @ northeast corner
240 Install cover plate on south wall
241 Remove stain above exit sign

Chase #165

242 Install CMU faces
243 Remove exposed metal studs
244 Install pipe insulation
245 Patch all voids
246 Touchup all walls
247 Remove tape

Conference #166

248 Install ceiling tile @ projection screen
249 Repair sheetrock on left side of projection screen
250 Touchup frame & around frame

End of Punchlist for Building "E"

AI-24173 **20.C.2.**

Requesting Approval of Architect's Supplemental Instructions No. 14
CC REGULAR

Date:	12/07/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Hector
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instruction No. 14 (funded from the Allowance/Contingency) in the amount of $37,551.00, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct. 2 Administration Office & Other County Offices", #C-09-037C-11-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact inasmuch as allowances are being utilized.

Attachments

Link: ASI #14

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 04:24 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 04:27 PM	APRV
3	Roland Garcia	Rolando Garcia	12/03/2010 02:33 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Yolanda Cisneros Started On: 11/29/2010 01:41 PM

Final Approval Date: 12/03/2010

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
New Offices for Hidalgo County Pct 2 and other County Offices
Pharr, Texas

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 014

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

OWNER *(Name and address)*:
Hidalgo County, 100 E. Cano,
Edinburg, Texas 78539

DATE OF ISSUANCE: 11/29/10

CONTRACT FOR: General Construction

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba V·A Architecture, 2029 Industrial Drive, McAllen, Texas 78504

CONTRACT DATE: 11/3/09

TO CONTRACTOR *(Name and address)*:
D.Wilson Construction Co., P.O. Box 3455, McAllen, Tx 78502-3455

ARCHITECT'S PROJECT NUMBER: 08-1016A-E

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, materials, and equipment necessary for the following betterments:

1. All work noted in Proposal Request #2 requested by Owner	$9,956.00
2. Modification to the Wind Turbine Pier	$2,402.00
3. Modification to the Canopy	$5,635.00
4. Electrical modifications noted on ASI #8	$4,558.00
5. Upgrade sheet rock to paperless fiberglass backed for all interior drywall	$15,000.00
TOTAL	$37,551.00

ALLOWANCE/ CONTINGENCY	ORIGINAL AMOUNT	NET CHANGE TO AMOUNT BY PREVIOUS ASI'S	BALANCE PRIOR TO THIS ASI	CHANGE TO AMT BY THIS ASI	NEW BALANCE
Landscaping Allowance	($150,000.00)	$64,469.30	($85,530.70)	$37,551.00	($47,979.70)
Betterment Allowance	($50,000.00)	$50,000.00	($0.00)	$0.00	$0.00
HVAC Contingency	($8,000.00)	$8,000.00	($0.00)	$0.00	$0.00
Plumbing Contingency	($8,000.00)	$8,000.00	($0.00)	$0.00	$0.00
Electrical Contingency	($8,000.00)	$8,000.00	($0.00)	$0.00	$0.00
Structural Contingency	($8,000.00)	$8,000.00	($0.00)	$0.00	$0.00
Lawn Sprinkler Allowance	($5,000.00)	$0.00	($5,000.00)	$0.00	($5,000.00)
TOTALS	($237,000.00)	$146,469.30	($90,530.70)	$37,551.00	($52,979.70)

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User Notes:
(1952990008)

ATTACHMENTS:
(Here insert listing of documents that support description.)

Betterment Fund Expenditure Proposal from Wilson Construction #15 dated 10/6/10 (1 p)
Proposal Request #2 dated 9/10/09 +Specification Section 09685 Carpet + DWG 1 OF 7: Building "A" Corridor 104 + DWG 2 OF 7: Bldg. "A" Conference/Commissioner +DWG 3 OF 7: Bldg. "B & C" HHS Lobby Restrooms + DWG 4 OF 7: Bldg. "B & C" HHS Lobby Restrooms + DWG 5 OF 7: Bldg. "B & C" HHS C.S.A. 119 + DWG 6 OF 7: Bldg. "B & C" HHS Labs + DWG 7 OF 7: Bldg. "B & C" HHS Ofc. #3 & #4
Betterment Fund Expenditure Proposal from Wilson Construction #16 dated 10/9/10 & drawing from Treviño Eng.
Betterment Fund Expenditure Proposal from Wilson Construction #19 dated 10/29/10 +Fax from Ravcom Steel
Betterment Fund Expenditure #1 dated 6/3/10 + Proposal from Zitro Electric dated 4/5/10
Betterment Fund Expenditure #18 dated 10/29/10

ISSUED BY THE ARCHITECT:

	Reynaldo Vargas, A.I.A., Architect/President, A.I.A.
(Signature)	*(Printed name and title)*

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User Notes: (1952990008)

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Fund Expenditure

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 15
Date: 10/6/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Proposal Request # 2

We are pleased to offer the following specifications and pricing :

Material & labor for Proposal Request #2

1	Carpet Includes Credit for VCT	3,914.00
2	Pocket Door, Hardware & Labor	1,170.00
3	Diaper Changing Stations with Blocking & Installation	850.00
4	Painting	500.00
5	Electrical Modifications	1,260.00
6	Framing, Drywall & SAC	700.00
7	Millwork Judges Pony Wall Caps	480.00
8	Sub Total	8,394.00
9	Contractor's Fee	887.00
10	Sub Total	9,761.00
11	Insurance & Bond	195.00
12	Grand Total	9,956.00

The total amount to provide this work is $9,956.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc:

AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*
New Offices for Hidalgo County Pct 2 and other County Offices
Pharr, Texas

OWNER *(Name and address)*:
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba VÂ·A Architecture
2029 Industrial Drive, McAllen, Texas 78504

TO CONTRACTOR *(Name and address):*
D.Wilson Construction Co., P.O. Box 3455, McAllen, Tx 78502-3455

PROPOSAL REQUEST NUMBER: 002

DATE OF ISSUANCE: 09/10/10

CONTRACT FOR: General Construction

CONTRACT DATE: 11/3/10

ARCHITECT'S PROJECT NUMBER:
08-1016A-E

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work)*:

PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE WORK SHOWN ON THE ATTACHED DRAWINGS AND IN ACCORDANCE WITH THE SPECIFICATIONS.

ATTACHMENTS *(List attached documents that support description)*:

Specification Section 09685 Carpet
DWG 1 OF 7: Building "A" Corridor 104
DWG 2 OF 7: Bldg. "A" Conference/Commissioner
DWG 3 OF 7: Bldg. "B & C" HHS Lobby Restrooms
DWG 4 OF 7: Bldg. "B & C" HHS Lobby Restrooms
DWG 5 OF 7: Bldg. "B & C" HHS C.S.A. 119
DWG 6 OF 7: Bldg. "B & C" HHS Labs
DWG 7 OF 7: Bldg. "B & C" HHS Ofc. #3 & #4

REQUESTED BY THE ARCHITECT:

(Signature)

Reynaldo Vargas, A.I.A., Architect/President, A.I.A.
(Printed name and title)

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User Notes:
(1383544369)

SECTION 09685 - CARPET

1.00 GENERAL

A. This Section is subject to the provisions and requirements of all Contract Documents.

B. DESCRIPTION OF WORK: Install carpet and all accessories required and coordinate carpet work with the work of other trades. Installation of carpet shall be by carpet workmen approved by Architect.

C. All carpet shall be shipped direct to the address indicated on the purchase order in original mill wrappings with each roll having register number and tags attached or register number stenciled on bale and intact.

D. Certification shall be provided by the carpet manufacturer and furnished to Architect stating that the register number of the carpet being furnished was manufactured in accordance with these Specifications.

2.00 MATERIALS AND MINIMUM REQUIREMENTS

A. Carpet shall be manufactured by manufacturer of U.S. Origin and the manufacturer shall been in business a minimum of seven (7) years in the manufacturing of commercial types of carpeting.

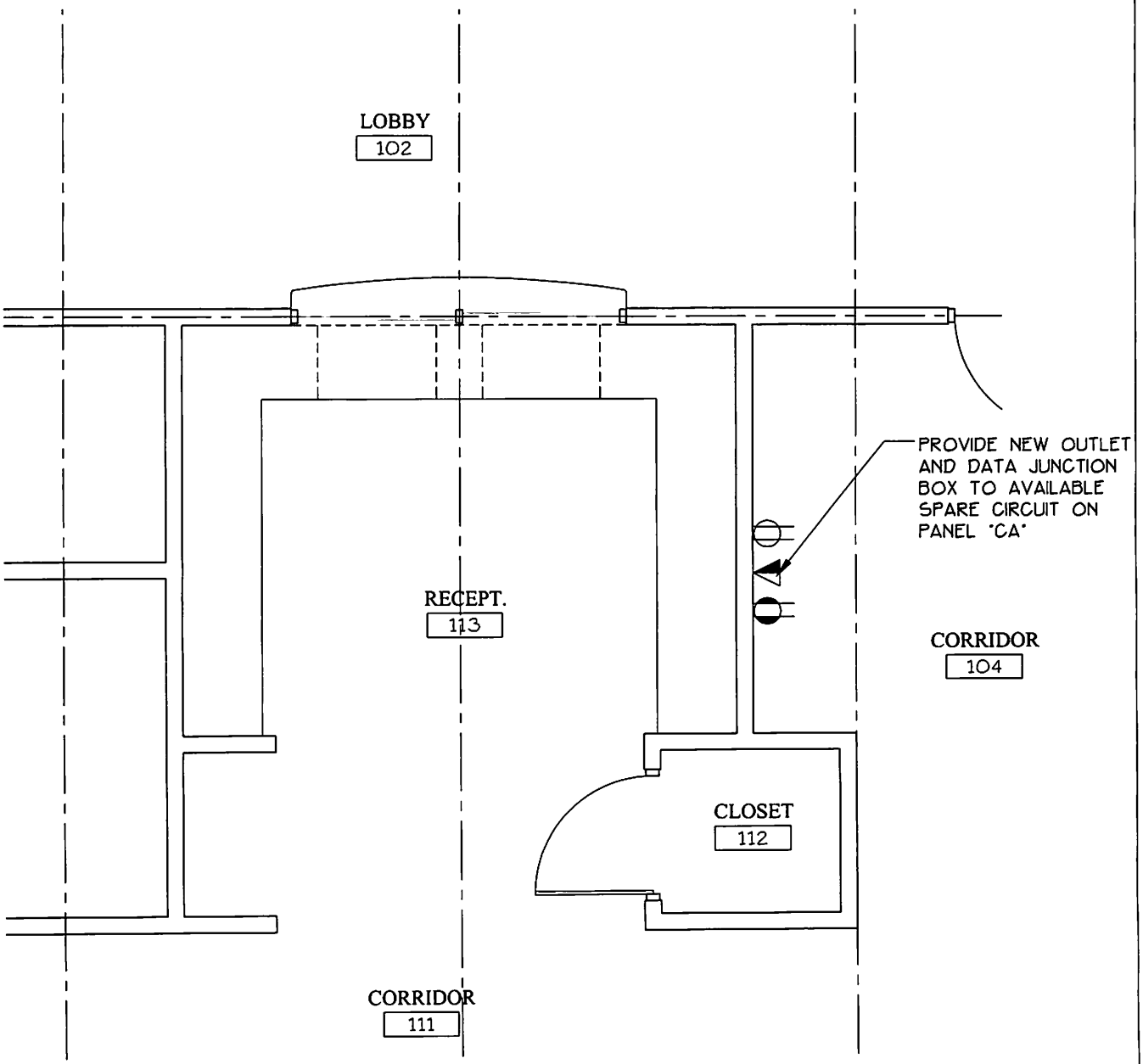
B. ACCEPTABLE MANUFACTURERS:
1. Shaw
2. Patcraft
3. Mannington

C. QUALITY STANDARD FOR CARPETING:

1. Carpet to be selected by Architect, and shall be equal to "ACCORD" by Lees, as a minimum, have the following:
   a. Construction: Textured loop or pattern Graphic Loop
   b. Type: Tufted
   c. Gauge: 1/8"
   d. Stitches Per Inch: 10.5
   e. Pile Height: .120
   f. Density: 79.10 oz./Sq.Yd.
   g. Dying Method: Solution Dyed
   h. Pile Weight: 24 oz. per sq.yd. minimum
   i. Width: 12' only
   j. Primary Backing: Woven Propylene
   k. Secondary Backing: Unibond Woven Polypropylene.
   m. Flammability: NBS Smoke-Density Chamber, 450 or less Flooring Radiant Panel test, CRF 0.45W/cm sq. or greater, Class I.
   n. Static Propensity: 3.5 KV or less
   o. Manufacturer's 10 year guarantee to include wear, colorfastness, delamination and edge ravel.

3.00 INSTALLATION: Carpet shall be installed per manufacturer's specifications for direct glue-down application in all areas as indicated by Drawings. Any changes from these drawings must be approved by Architect in writing.

END OF SECTION 09685



A

BLDG. 'A'
CORRIDOR 104

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 1 OF 7

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SHEET

OF

REGISTERED ARCHITECT RONALD RENE VARGAS 7186 STATE OF TEXAS

V·A Architecture
Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 631-2242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

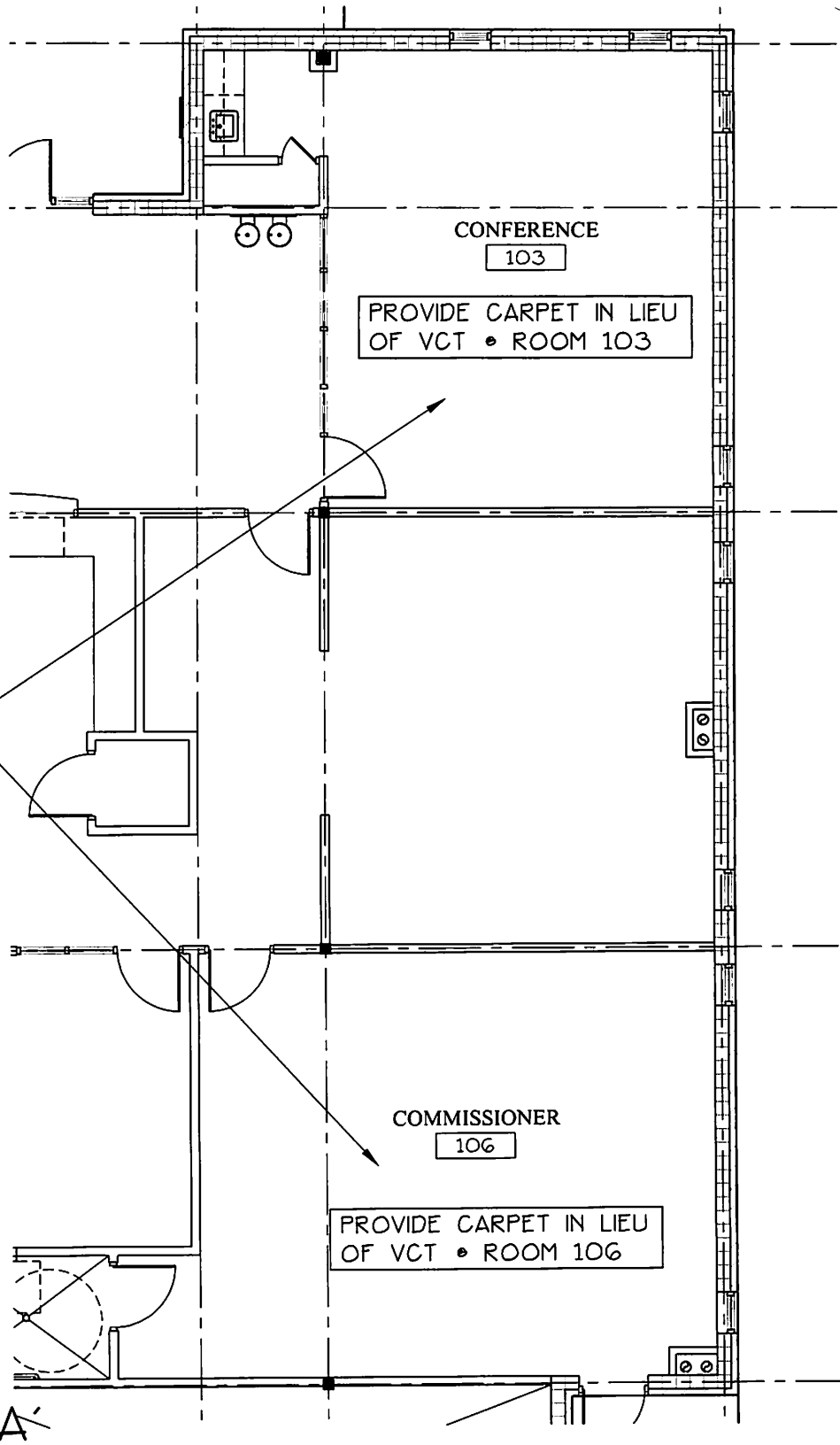
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

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to

V&A Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



BLDG. 'A'
CONFERENCE/COMMISSIONER

A

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 2 OF 7

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SHEET

OF

REGISTERED ARCHITECT RONALD DAVID VA 7186 STATE OF TEXAS

V·A Architecture

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 631-2242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

COMMISSIONER "TITO" PALACIOS

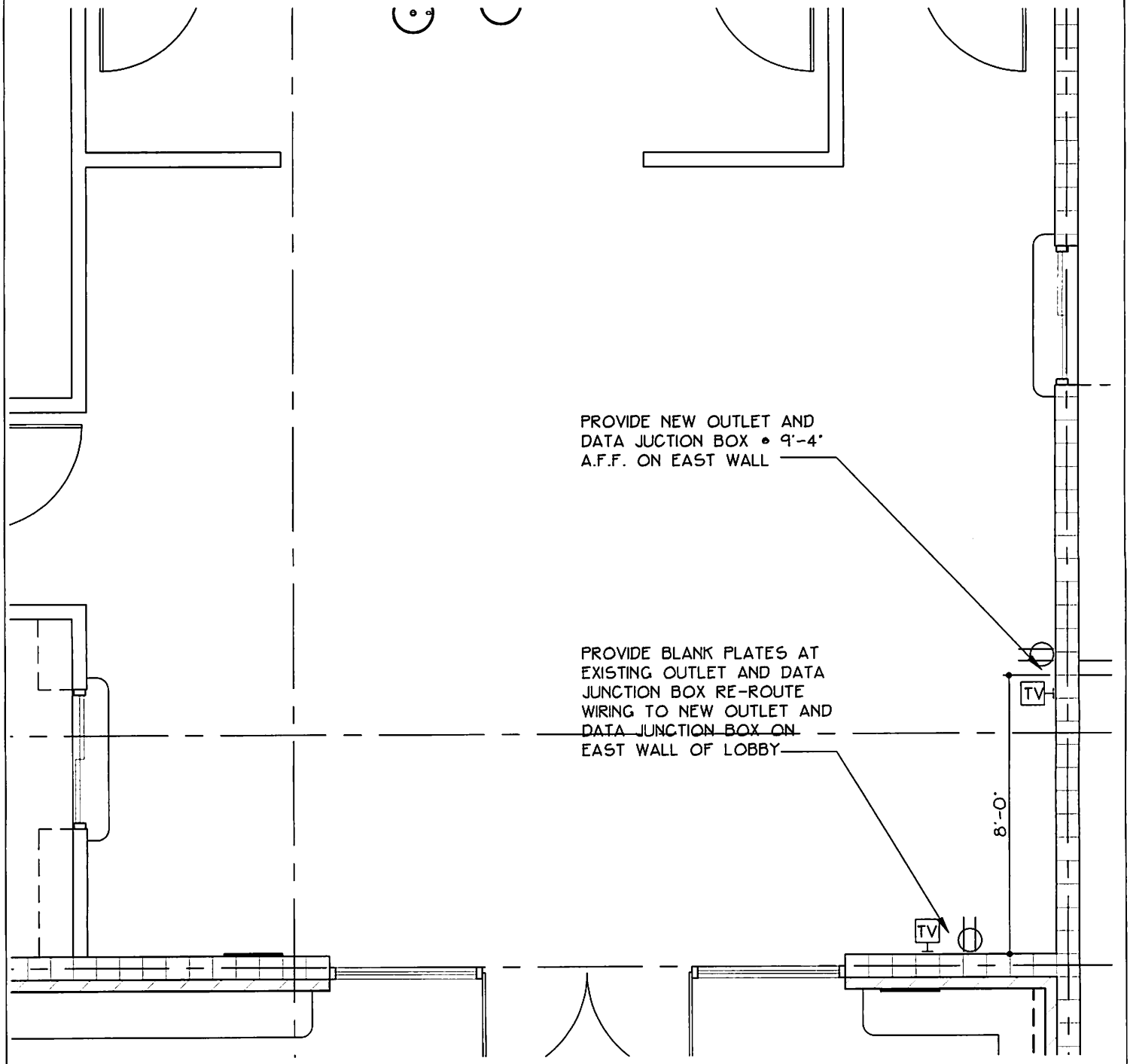
PHARR, TEXAS

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to

V&A Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



BLDG. 'B+C'
HHS LOBBY RESTROOMS

A

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 3 OF 7

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SHEET OF

V·A Architecture
Vargas & Associates 2029 Industrial drive Mcallen, Texas 78501 (956) 631-7242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

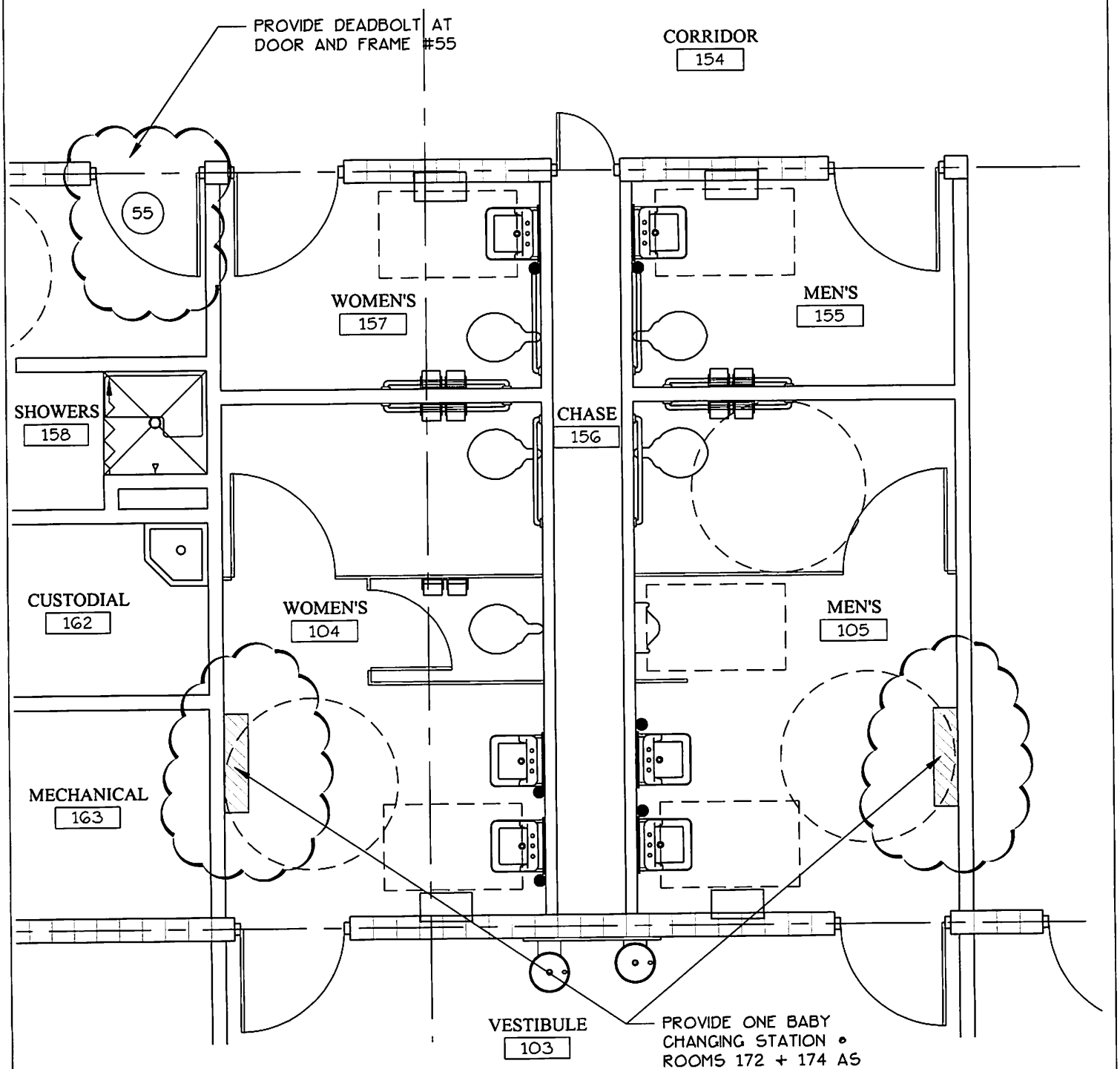
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PHARR, TEXAS

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to

V&A Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



BLDG. 'B+C'
HHS LOBBY RESTROOMS

A

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 4 OF 7

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SHEET

OF

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FOR

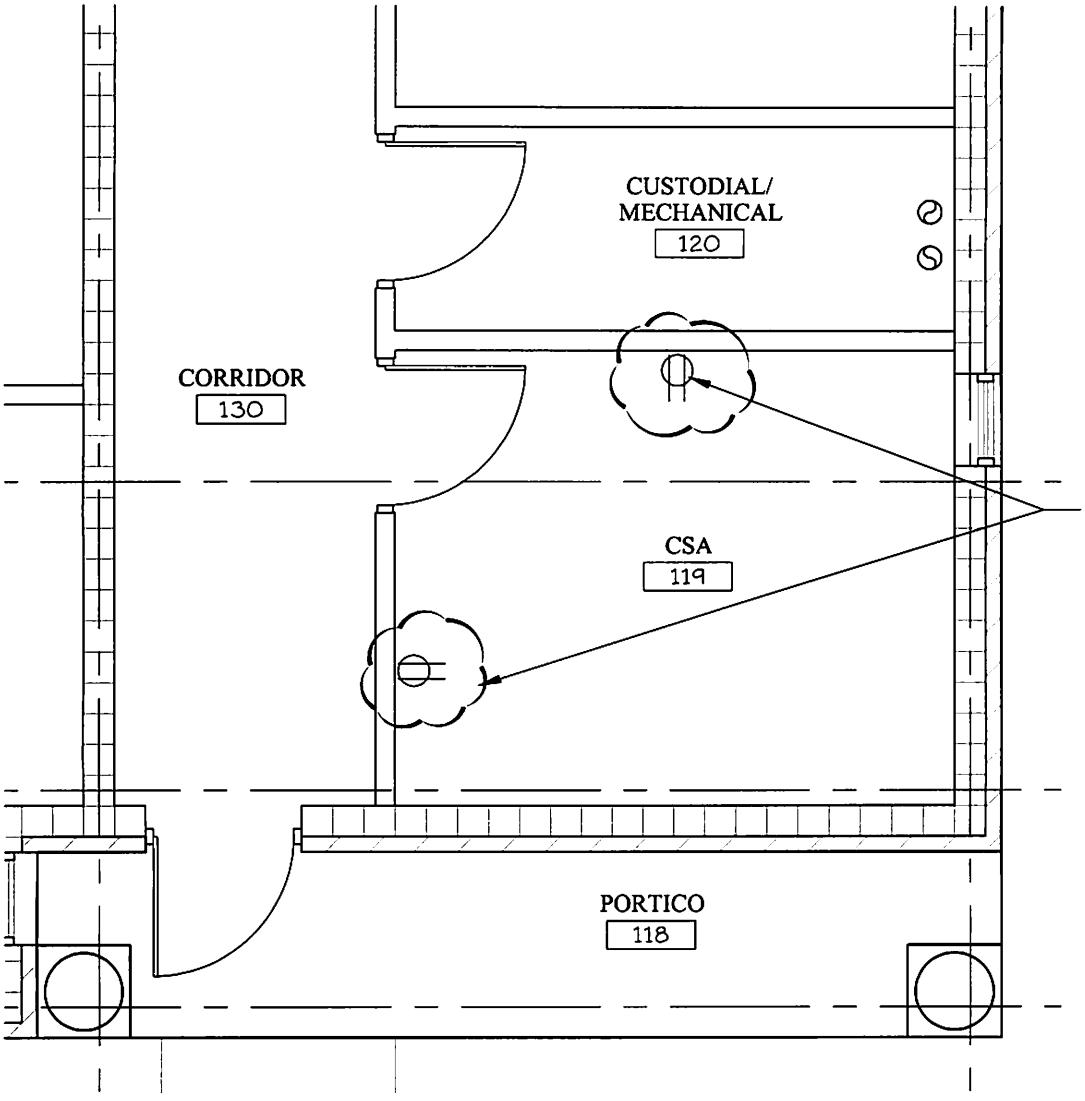
COMMISSIONER "TITO" PALACIOS
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to

V·A Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



BLDG. 'B+C'
HHS C.S.A. 119

A

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 5 OF 7

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SHEET

OF

REGISTERED ARCHITECT 7188 STATE OF TEXAS

V·A Architecture

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 631-2242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

COMMISSIONER "TITO" PALACIOS

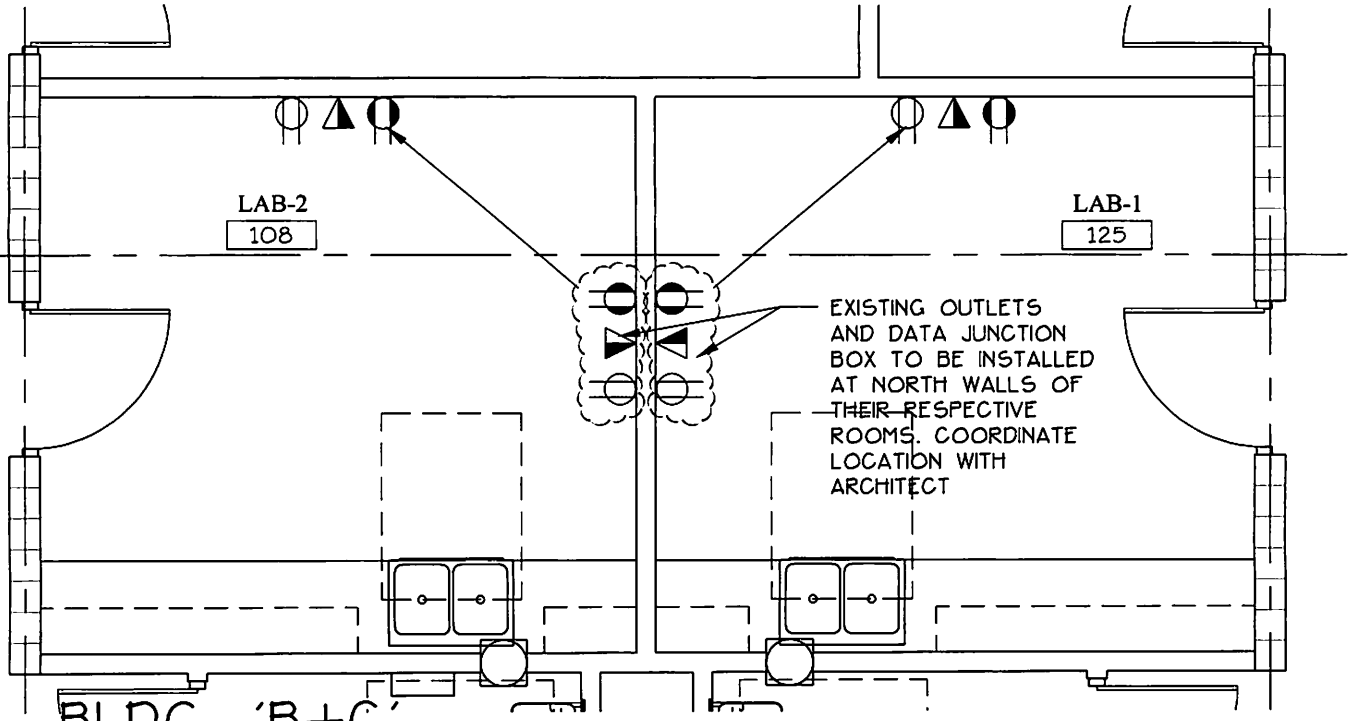
PHARR, TEXAS

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to

V&A Architecture

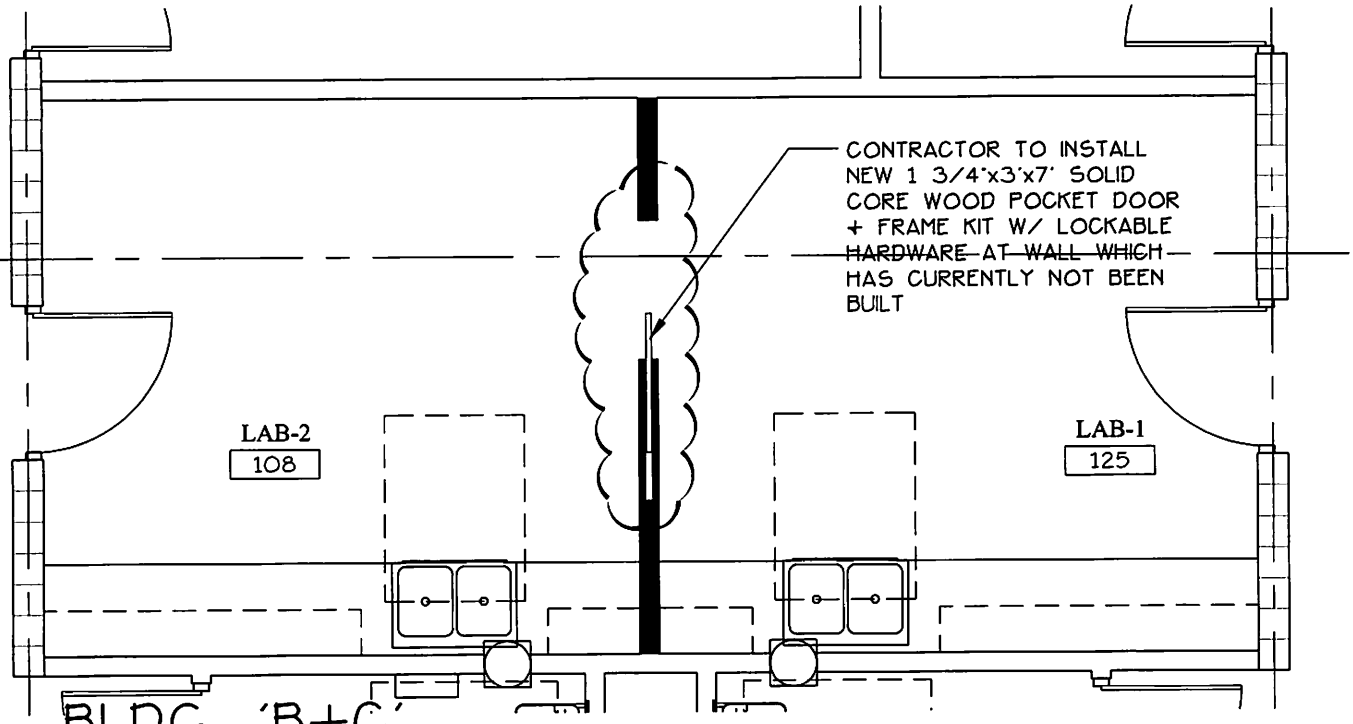
JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



A

BLDG. 'B+C'
HHS LABS

SCALE: 1/4" = 1'-0"



A

BLDG. 'B+C'
HHS LABS

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 6 OF 7

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OF

REGISTERED ARCHITECT 7188 STATE OF TEXAS

V·A Architecture

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 631-2242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

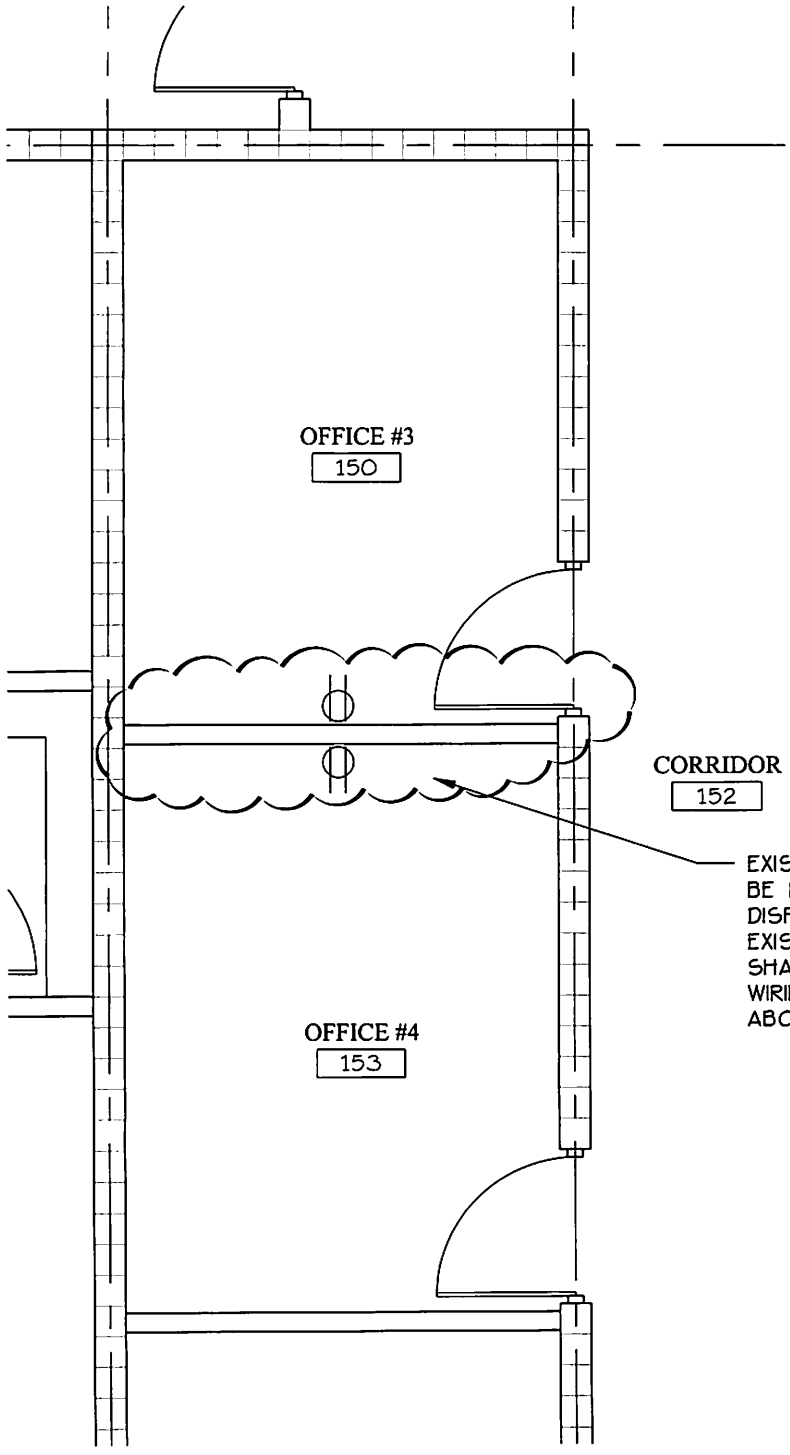
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PHARR, TEXAS

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to

VA Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:



BLDG. 'B+C'
HHS OFC. #3 + #4

A

SCALE: 1/4" = 1'-0"

08-1016
09-10-2010
PR #2
DWG 7 OF 7

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OF

REGISTERED ARCHITECT 7188 STATE OF TEXAS

V·A Architecture

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 631-2242

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES

FOR

COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

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to

VA Architecture

JOB NO. 08-1016
DATE: 09-01-09
REVISIONS:
DRAWN BY:

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Fund Expenditure

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 16
Date: 10/9/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Wind Turbine Pier Modification

We are pleased to offer the following specifications and pricing:

The wind turbine piers were designed to be centered in a mound of fill. Since the mounds have been eleminated, the structural engineer has reckecked the engineering design and determined that the piers now need to be five longer. each Two feet deeper and three feet higher with the pier tops set at one foot above the flood plain. The cost of adding five feet to all of the five piers is $2402.00.

The total amount to provide this work is $2,402.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc:

Gmail

ruben c <rubenc@dwilsonconstruction.com>

Change order to wind turbine pier for Hall Acres

2 messages

Israel Ortiz <iortiz@soltechnologiesllc.com> **Wed, Sep 29, 2010 at 4:49 PM**
To: ruben c <rubenc@dwilsonconstruction.com>
Cc: Israel Ortiz <iortiz@soltechnologiesllc.com>

Ruben,

Our subcontractor came back with a $2,145.00 dollar change order to the concrete pier installation for the wind turbines. This is due to the fact that the piers will be 5 feet taller and 2 feet deeper than the original design. Please advise.

Israel Ortiz

Sol Technologies LLC

P: 956-975-2510

F: 956-447-8019

C: 956-472-6120

E: iortiz@soltechnologiesllc.com

Ruben Cavazos <rubenc@dwilsonconstruction.com> **Thu, Sep 30, 2010 at 8:25 AM**
To: Israel Ortiz <iortiz@soltechnologiesllc.com>

Please proceed a change order will follow

Ruben Cavazos (From Mobile)
Mobile 956-239-0706
rubenc@dwilsonconstruction.com
[Quoted text hidden]

DESIGN CRITERIA

1. DESIGN LOAD, STRUCTURAL ANALYSIS AND INSTALLATION OF STRUCTURAL MEMBERS IS BASED UPON THE FOLLOWING CRITERIA
2. CODE: [illegible] ASCE 7-05
3. BASIC WIND SPEED (V) = 3 SECOND GUST [illegible] MPH
4. BENDING MOMENT AT [illegible] POWER [illegible]
5. EXPOSURE CATEGORY [illegible]
6. IMPORTANCE FACTOR [illegible]
7. ALLOWABLE SOIL CAPACITY [illegible] 1500 PSF (1)

TREVIÑO ENGINEERING

Monopole Tower Foundation

Pharr, Texas

S1

1 - 2

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Fund Expenditure

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 19
Date: 10/29/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Canopy Structural Engineer's Change

We are pleased to offer the following specifications and pricing;

In the submittal review the structural engineermodifiied column location and increased the size of steel beams from WT 6x11 to WT 12x27.5. For the constructability weld plates were adde3d and an addition mat of rebar in eacxh footing were added.
Total for engineer's changes $5,635.00

The total amount to provide this work is $5,635.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc:

RAVCOM Steel LLC
3705 W. 5 Mile Rd
Mission, TX 78574
Ph (956) 583-7682 Fx (956) 583-5918

raul.ravcomsteel@yahoo.c

FAX

COPY
- Ruben

SEND TO:	D Wilson Const.
ATTENTION:	Ruben Canazos
PHONE #:	(956) 686-9573
FAX#:	(956) 686-3270 DATE: 9.21.10

☐ URGENT ☑ REPLY A.S.AP ☐ PLEASE COMMENT ☐ FOR REVIEW ☐ FOR YOUR INFORMATION

TOTAL PAGES INCLUDING COVER PAGE 1

RE: New PCTN No 2 Administration office & other county offices
Pharr, TX

Carport Approved Drawing Modified location of column and increased the size of steel WT beam from WT6 x11 to WT 12 x 27.5.

The price increase is going to be $4,623.00

The cost is for material

4625.00

Add 515.00 tax

Total 5,134.00

501.

5,635.00

THANK YOU!
Raul Mendoza

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D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Fund Expenditure

To: V A Architecture
710-B North 10Th Street
Mcallen, TX 78501

Number: 1
Date: 6/3/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Turbine Wire Size

Description: Electrical Changes per ASI #8

We are pleased to offer the following specifications and pricing :

Provide all labor & material to complete changes as requested by V A Architecture, ASI #8.
Please see attached breakdown.

Electrical:	$4,300.00
Insurance & Bond	84.00
Contractors Fee	438.00
Total:	$4,822.00

Need response no later than June 7, 2010 or this price is null & void and work will continue as per plans.

The total amount to provide this work is $4,558.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Robert A. Gonzalez
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc:

604 Palmview Dr. Palmview, TX 78574
956-581-8899

April 5, 2010

Attn: Robert G. @ D. Wilson Construction
Re: Hidalgo County Precinct #2 New Admin. Offices – ASI#8

Following is our proposal for the changes that are shown on ASI #8, effecting sheet MEP-01, E-13, and E1-14.

Material: $5,510.00
Labor: $ 5,120.00
Total (Material & Labor): $ 10,630.00
Deduct: <$ 6,330.00>
TOTAL: $ 4,300.00

Should you have any questions, please feel free to call me at (956) 581-8899.

Sincerely,

Juan Ortiz/Mike Pena

Accepted By: _____ **Date:** _____

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Fund Expenditure

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 18
Date: 10/29/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Green Sheet Rock Up Grade

We are pleased to offer the following specifications and pricing :

As requested up grade sheet rock to paperless fiber glass backed for all interior drywall

The total amount to provide this work is $15,000.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc:

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
New Offices for Hidalgo County Pct 2 and other County Offices
Pharr, Texas

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 008

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☒

OWNER *(Name and address)*:
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

DATE OF ISSUANCE: 03/18/10

CONTRACT FOR: General Construction

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504

CONTRACT DATE: 11/3/10

TO CONTRACTOR *(Name and address)*:
D.Wilson Construction Co., P.O. Box 3455, McAllen, Tx 78502-3455

ARCHITECT'S PROJECT NUMBER: 08-1016A-E

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, materials, and equipment necessary for the modifications to the wind turbine and photovoltaic systems as described in the attached information and drawings prepared by MEP Solutions Eng.

ATTACHMENTS:
(Here insert listing of documents that support description.)

8½" X 11" Sheets:
Items 1-3 dated 3/17/10
E-13: Administration Building Electrical Riser Diagram
E-13: Administration Building Electrical Riser Diagram
E-14: Electrical Feeder/Branch Circuit Schedule

ISSUED BY THE ARCHITECT:

(Signature)

Reynaldo Vargas, A.I.A., Architect/President, A.I.A.
(Printed name and title)

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User Notes:
(1884707395)

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS

600 E. Beaumont Suite #2
McAllen, Texas 78501
(956) 664-2727
Fax (956) 664-2726

Supplemental Instructions #1
New Pct No. 2 Administration Offices & Other County Offices for Commissioner "Tito" Palacios
March 17, 2010

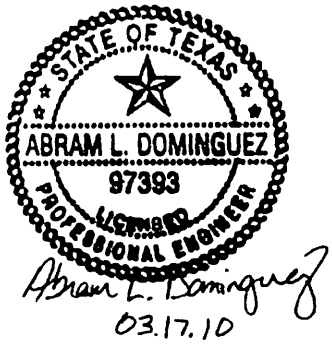
The following items shall become a part of the contract documents. Refer to full or partial sheets referenced and make changes noted.

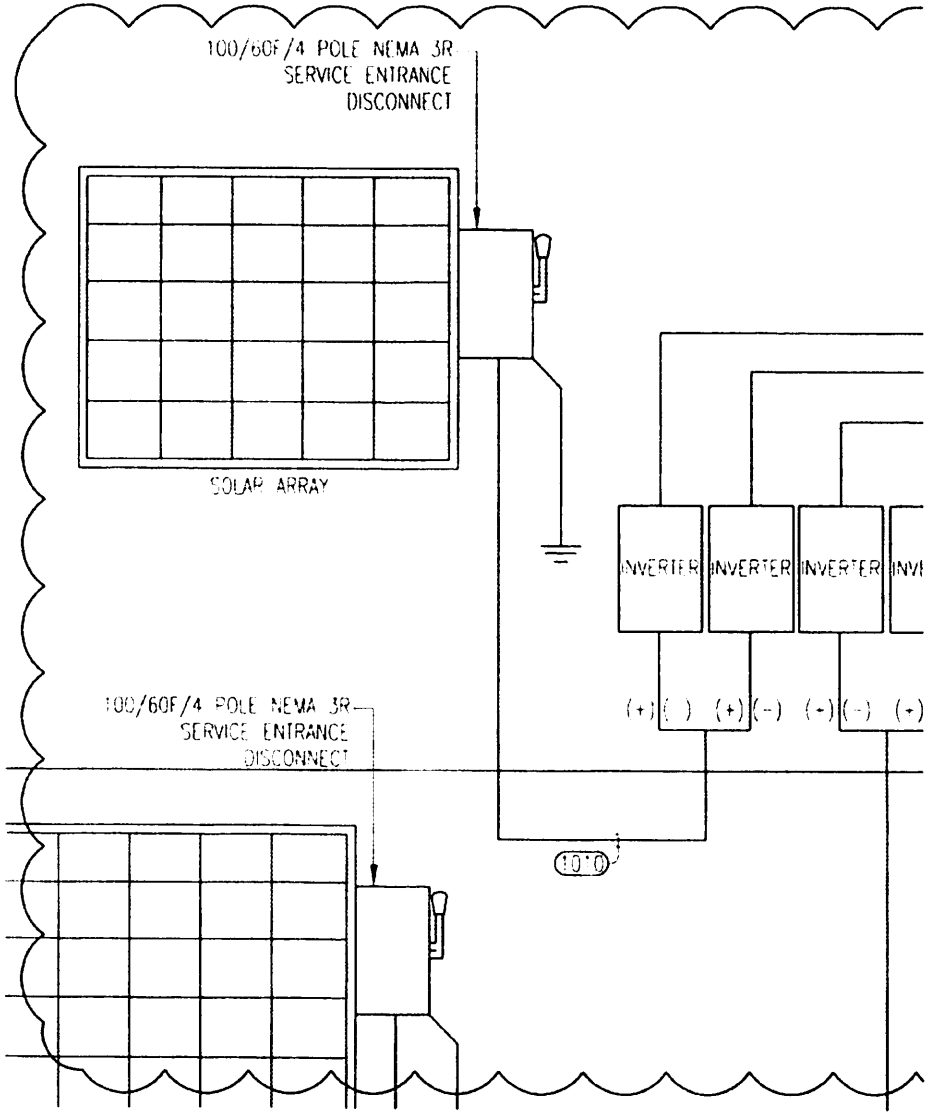
ELECTRICAL

Item 1 Sheet MEP-01, Remove reference to Keyed Note #3. Controls conduit to each wind turbine is not required.

Item 2 Sheet E-13, Refer to revised Riser Diagram which includes four inverters. Refer to attached drawing.

Item 3 Sheet E-14, Refer to revised Feeder/Branch Circuit Schedule. Refer to attached drawing.





A ADMINISTRATION BUILDING ELECTRICAL RISER DIAGRAM

SCALE: N.T.S.

STATE OF TEXAS
ABRAM L. DOMINGUEZ
97393
LICENSED
PROFESSIONAL ENGINEER

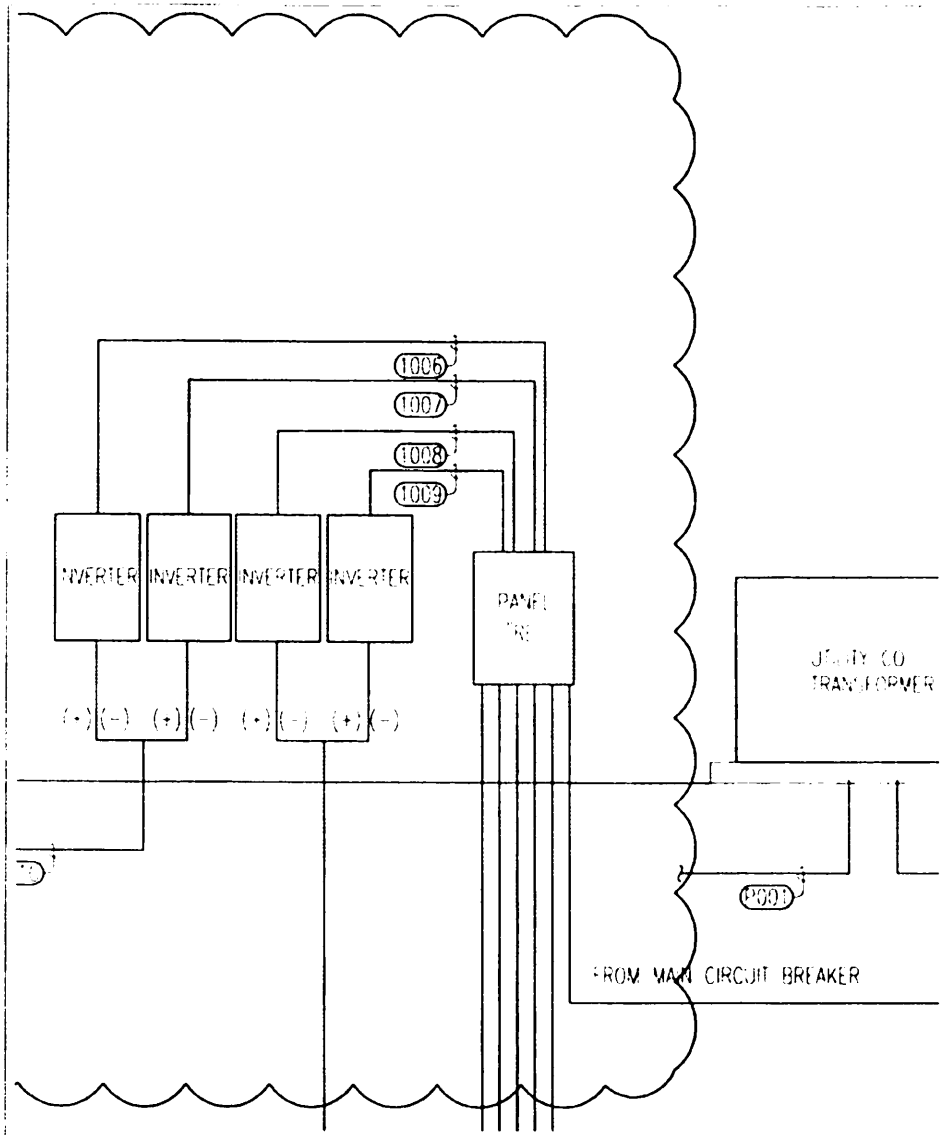
Abram L. Dominguez
03.17.10

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS
600 E. BEAUMONT AVE. SUITE 2 McALLEN, TX 78501 (956) 664-2727
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # F-9748

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

V•A Architecture

E-13



ADMINISTRATION BUILDING ELECTRICAL RISER DIAGRAM

A

SCALE: N.T.S.

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DATE 07-31-09

STATE OF TEXAS
ABRAM L. DOMINGUEZ
97393
LICENSED
PROFESSIONAL ENGINEER

Abram L Dominguez
03.17.10

MEP SOLUTIONS
ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS
600 E. BEAUMONT AVE. SUITE 2 McALLEN, TX 78501 (956) 664-2727
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # F-9748

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FOR
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

V·A Architecture

E-13

1000	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
1001	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
1002	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
1003	1 1/2"	3#3	1#3	1#8	
1004	1 1/2"	3#2	1#3/0	1#8	
1005	2"	3#3/0	1#3/0	1#6	
1006	1"	2#6	1#6	1#10	
1007	1"	2#6	1#6	1#10	
1008	1"	2#6	1#6	1#10	
1009	1"	2#6	1#6	1#10	
1010	1-1/4"	2#3(+) 2#4(-)		1#8	#3 WIRE SHALL BE REDUCED TO #6 PRIOR TO CONNECTING TO INVERTER
1011	1 1/4"	2#3(+) 2#4(-)		1#8	#3 WIRE SHALL BE REDUCED TO #6 PRIOR TO CONNECTING TO INVERTER
1012	1"	2#6	1#6	1#10	
1013	1"	2#6	1#6	1#10	
1014	1"	2#4	1#4	1#8	
1015	1"	2#4	1#4	1#8	
1016	1"	2#4	1#4	1#8	
2000	2"	3#3/0	1#3/0	1#1	THREE PARALLEL FEEDERS REQUIRED
2001	2"	3#3/0	1#3/0	1#1	THREE PARALLEL FEEDERS REQUIRED
2002	2"	3#3/0	1#3/0	1#1	THREE PARALLEL FEEDERS REQUIRED
2003	2"	3#3/0	1#3/0	1#1	THREE PARALLEL FEEDERS REQUIRED
2004	2"	3#3/0	1#3/0	1#6	
2005	1 1/2"	3#2	1#3/0	1#8	
2006	2"	3#3/0	1#3/0	1#1	THREE PARALLEL FEEDERS REQUIRED
2007	1"	2#1	1#3	1#8	
3000	2 1/2"	3#4/0	1#4/0	1#4	
3001	2 1/2"	3#4/0	1#4/0	1#4	
3002	2 1/2"	3#4/0	1#4/0	1#4	
3003	1 1/2"	3#2	1#3	1#8	
3004	1 1/2"	3#2	1#3/0	1#8	
4000	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
4001	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
4002	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED

B ELECTRICAL FEEDER/ BRANCH CIRCUIT SCHEDULE

SCALE: N.T.S.

STATE OF TEXAS
ABRAM L. DOMINGUEZ
97395
LICENSED
PROFESSIONAL ENGINEER

Abram L Dominguez
03.17.10

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS
600 E. BEAUMONT AVE. SUITE 2 McALLEN, TX 78501 (956) 664-2727
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # F-9748

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

V.A Architecture

E-14

AI-24230 **20.D.1.**

Requesting approval to execute agreement with Leonel Garza for All Projects for Pct 3

CC REGULAR

Date:	12/07/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Accept and approval of final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 3 as approved for negotiations on CC 10/12/10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 12/2/10 is $20,971.37; services are on an as needed basis.

Attachments

Link: Leonel Garza Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 02:44 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 03:34 PM	APRV
3	Perla Lopez	Perla Lopez	12/03/2010 02:22 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Rocio Villarreal — Started On: 12/01/2010 04:19 PM

Final Approval Date: 12/03/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-354-12-07

THIS AGREEMENT is made effective the 7th day of December**, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"All Project for Precinct No. 3" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County, The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress**. Upon acceptance of a work order, the Appraiser shall undertake and complete the

authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B"- Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act

contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a

cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be

appropriate.

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

EXHIBIT "A"

Services to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Rocio Villarreal	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4868	**Date Submitted:**	November 17, 2010
Re:	**Appraisal Proposal – Precinct No. 3**	**CC:**	

Mrs. Saenz:

As per e-mail from Rocio Villarreal on November 16, 2010, our office is pleased to present our bid proposal for appraising various projects (on an as needed basis) within the Hidalgo County Precinct # 3. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct # 3 Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

November 17, 2010

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 3. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Right of Way Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Right of Way Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-029-01-14-OTM
"REAL ESTATE APPRAISERS"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"REAL ESTATE APPRAISERS".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO olga.montero@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"REAL ESTATE APPRAISERS"-HIDALGO COUNTY.**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/otm
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009
HIDALGO COUNTY
"REAL ESTATE APPRAISERS"

RFQ NO. 2009-029-01-14-OTM

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-029-01-14-OTM

1. Statement of Qualifications Opening date has been extended to new date of Wednesday, January 28, 2009, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by email at: olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-029-01-14-OTM- Hidalgo County "REAL ESTATE APPRAISERS."

_____ _____

Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATIONS.**

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"Real Estate Appraisers"
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements, consisting of 6 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Exhibit "E"- Proposer's Affidavit Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying for "Real Estate Appraisers and Surveyors, consisting of 1 page.
8. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 pages.
9. Proposer/Vendor Application, Historically Underutilized Business (HUB) Declaration and Request for Taxpayer Identification Number and Certification (W-9). consisting of 6 pages.
10. Documentation Required on Bldg. & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

December 29, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: HIDALGO COUNTY
Request For Qualifications - **"Real Estate Appraisers"**(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFQ No: 09-029-01-14	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 x-4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Real Estate Appraisers
(Including all Funding Sources, Programs and Entities)

ACCEPTANCE DATE: JANUARY 14, 2009

Contact Person:

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

(956) 318-2626

Form HCPD-04

1. Sealed Statements of Qualifications will be received for "Real Estate Appraisers -Hidalgo County",(Including all Funding Sources, Programs and Entities) in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies, and two (2) CD in PDF Format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, REQUEST FOR QUALIFICATIONS 09-029-01-14-otm- "Real Estate Appraisers-Hidalgo County" and in County's Purchasing Department, 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, January 14, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 IN REFERENCE TO RFQ. Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, January 07, 2009, 2005 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Friday, January 09, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - "**Real Estate Appraisers -Hidalgo County**"
  e) 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:

Ray Eufracio, County Auditor

Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, TX 78539
Attn: Accounts Payable (956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	January 14, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~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 and 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 participants 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 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

17. 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 therefor 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.

18. 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Real Estate Appraisers-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

JANUARY 14, 2009

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

In accordance with the Requirements, 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Appraisers will be for a period ending February 8, 2010.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "REAL ESTATE APPRAISERS -HIDALGO COUNTY" (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, JANUARY 14, 2009 . ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2009-029-01-14-otm - "REAL ESTATE APPRAISERS - HIDALGO COUNTY".

Deliver Submittal to:

RFQ Number: 2009-029-01-14-otm

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, JANUARY 07, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, JANUARY 09, 2009.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending February 8, 2010, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies, and two (2) CD in PDF Format** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and / or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 1999 Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally

signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with the state seal
2. History certification from the Texas Appraiser Licensing & Certification Board.
3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: **Hidalgo County requires one (1) original submittal and seven (7) copies, and two (2) CD in PDF Format.**

SECTION III SELECTION / EVALUATIONS

SELECTION /EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities:

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing:

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer

5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners' Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioners' Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purposes of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATIONS PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fee;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

RFQ SUBMITTED TO: **An original and seven (7) copies, and two (2) CD in PDF Format.**
of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.

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.

EVALUATION CRITERIA GUIDELINES

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: Total Points Possible 30 points

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities: Total Points Possible 45 Points

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: Total Points Possible 15 Points

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer Total Points Possible 05 Points

5. Meets minimum Hidalgo County Insurance Requirements Total Points Possible 05 Points

Grand Total 100 Points

Hidalgo County

Real Estate Appraisers - Hidalgo County
RFQ No. 2009-029-01-14-otm

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
2. Firm Capabilities:	45	_____
3. Staffing:	15	_____
4. Equal Opportunity Employer	05	_____
5. Meets minimum Hidalgo County Insurance Requirements	05	_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Total Score _____

Provider: _____
Evaluator: _____ **Date:** _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

DATE (MM/DD/YY)

ACORD

CERTIFICATE OF INSURANCE

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

COVERAGES

GENERAL LIABILITY	
AUTOMOBILE LIABILITY	
GARAGE LIABILITY	
EXCESS LIABILITY	
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	
OTHER	

SAMPLE

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.

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

30

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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 2006

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ 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
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT "B"
Fee Schedule

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Rocio Villarreal	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4868	**Date Submitted:**	November 17, 2010
Re:	**Appraisal Proposal – Precinct No. 3**	**CC:**	

Mrs. Saenz:

As per e-mail from Rocio Villarreal on November 16, 2010, our office is pleased to present our bid proposal for appraising various projects (on an as needed basis) within the Hidalgo County Precinct # 3. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost	**= $ 2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct # 3 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

November 17, 2010

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 3. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Right of Way Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Right of Way Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

Commercial Certificate of Insurance

FARMERS

Agency Name & Address: TONY CONTRERAS INS. / 4006 N 22ND ST / MCALLEN, TX 78504 / 956-686-6621

Issue Date (MM/DD/YY): 06/03/10

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address: LEONEL GARZA JR / LEONEL GARZA & ASSOC, LLC / MCALLEN TX 78504

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	075875472	02/16/10	02/16/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ 500,000 $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special items:

05 GMC 1GTEC14X15Z191568
10 TOYOTA 5TFRM5F15AX011366

Certificate Holder

Name & Address: HIDLAGO COUNTY PURCHASING / 2812 S. BUS HWY 281 / EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

TONY CONTRERAS Tony Contreras
Authorized Representative

6-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H 01

(2)

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS42769324	11/14/09	11/14/10	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability	524071	05/18/10	05/18/11	$1,000,000	

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

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

© ACORD CORPORATION 1988

TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 South IH-35
Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES

☒ JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

(A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
(B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS WORKERS' COMPENSATION COMMISSION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS WORKERS' COMPENSATION COMMISSION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO COMMISSION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

☐ AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

_____

_____

_____

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

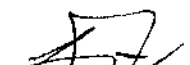
_____
Federal Tax I.D. Number

_____ _____ _____
Signature of Hiring Contractor | Date | Address (Street)

_____ _____
Printed Name of the Hiring Contractor | Address (City, State, Zip)

Independent Contractor's Affirmation

_____
Federal Tax I.D. Number


07/14/10 | 1419 Dove Avenue Suite #1
Signature of Independent Contractor | Date | Address (Street)

Leon Gurr III | Allen, TX 75004
Printed Name of the Independent Contractor | Address (City, State, Zip)

Four copies of this form must be completed: This agreement must be filed by the Hiring Contractor with both the Texas Workers' Compensation Commission and the workers' compensation insurance carrier of the Hiring Contractor within 10 days of the date of execution. **The original must be filed with the Commission.** The agreement must be filed by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Both the Hiring Contractor and the Independent Contractor must also retain a copy of the agreement.

AI-24181 **20.E.1.**

Real Estate Surveyors for Pct 4

CC REGULAR

Date:	12/07/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service-surveyor services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Real Estate Services required for Pct. #4 Projects.

Firm	Score	Rank
Dos Logistics	98	____
HALFF	96	____
Millenium Engineering Group	95	____

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of Surveyor Services for Precinct No. 4 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Precinct would need to identify funding source prior to engaging for each project.

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: grid

Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/02/2010 11:12 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 11:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/03/2010 08:52 AM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:47 PM	APRV
Form Started By: Nielda Cavazos			Started On: 11/30/2010 11:23 AM	
Final Approval Date: 12/03/2010				

HIDALGO COUNTY PRECINCT NO 4

FOR

Real Estate Surveyors

Scoring & Evaluation GRID

Real Estate Surveyors

Total Scores	Dos Logistics	HALFF	Millennium Engineering
Grader 1	98	96	95
Average	98	96	95
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

Nielda Cavazos

From: Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 4:57 PM
To: 'Nielda Cavazos'
Cc: gloria.beltran@co.hidalgo.tx.us; 'Rumaldo Munoz'; 'Norma Longoria'; 'Moises Salazar'; 'Darlene Betancourt'
Subject: FW: Information Required for Edinburg WIC Remodel and Expansion-Pct 4 area

Importance: High

Ms. Nielda-

Per our conversation, FYI-(read email below) please submit all SOQs as required by Ms. Gloria (Pct#4) in order to proceed with evaluation/scoring/ranking for both Surveyor and Geo Technical Engineer. (Both in connection to AIA-for WIC Offices located within Precinct No.4 and as required by the project Architect-Dannenbaum Engineering Company)

Thank you for your prompt attention and cooperation to this request and matter.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Gloria Beltran [mailto:gloria.beltran@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 4:18 PM
To: 'Leticia Saenz'
Subject: RE: Information Required for Edinburg WIC Remodel and Expansion-Pct 4 area

Ms Letty,

Please send SOQs for Professional Surveyor selection as follows;

1. ***Halff Associates, Inc,***
2. ***Dos Land Surveying***
3. ***Millennium Engineers Group***

And for Professional Geo Technical Engineer as follows;

1. ***L & G Engineering Laboratory***
2. ***Millennium Engineers Group (MEG)***
3. ***Raba Kistner***

Thank You,
Gloria Ann Beltran

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, November 15, 2010 5:02 PM
To: gloria.beltran@co.hidalgo.tx.us; 'Rumaldo Munoz'
Cc: 'Darlene Betancourt'; 'Moises Salazar'

Subject: Information Required for Edinburg WIC Remodel and Expansion-Pct 4 area
Importance: High

Ms. Gloria-

Pursuant to our previous conversation regarding the request of ***Statements of Qualifications (SOQs)*** by Precinct #4,for both a Professional Surveyor and a Professional Geo Technical Engineer which are required and recommended by Dannenbaum the project(Architect)for the project as referenced hereto, please proceed to submit your request of SOQs from Ms. Nielda Cavazos in order to proceed with the evaluation/scoring/ranking process in order to be able to place on the next CC agenda for approval to negotiate an agreement with the selected firms as required.

Also, please be advised that the reason the Precinct must proceed with the selection process is that the ongoing project for the WIC Offices is located on Richardson Road and Doolittle Road which is located within Precinct #4 and in connection to Contract #C-10-101-0316 for the purposes of:*ABuilding Repairs and/or Renovations (on an as needed basis)to County Owned Buildings located within Hidalgo County Precinct No. 4" thru AIA agreements.*

Should you have any questions or require further information, please do not hesitate to contact me. Thank you for your prompt attention and cooperation to this request.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Steve McGarraugh [mailto:Steve.McGarraugh@dannenbaum.com]
Sent: Monday, November 15, 2010 4:05 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: Richard Seitz
Subject: Information Required for Edinburg WIC Remodel and Expansion

Ms. Saenz,

We need Survey Information and Geotechnical Information for the development of the final Construction Documents for the Edinburg WIC Facility. Our understanding is that existing survey information for the WIC property is not available, so a new survey is needed which will identify items such as Property Corners, building placement, utility locations and easements, etc... We also need Geotechnical Information for the area immediately west of the existing WIC building for foundation design. Should you have any questions please do not hesitate to contact me.

Respectfully,

DANNENBAUM
Steven L McGarraugh AIA

AI-24231 **20.F.1.**

Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems

CC REGULAR

Date:	12/07/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Community Service Agency

Information

CAPTION

Requesting acceptance and approval of proposal and awarding of negotiated contract to the most qualified proposal received meeting all specifications as attached hereto for “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems” 2010-286-09-22-OTM.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available through: Texas Department of Housing and Community Affairs

Attachments

Link: award recomend 24231

Link: ai 24231

Link: neg agmreement 24231

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 04:38 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 04:46 PM	APRV
3	Erika Zamora	Erika Zamora	12/03/2010 10:12 AM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Yvette Islas Started On: 12/01/2010 04:22 PM

Final Approval Date: 12/03/2010

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

November 22, 2010

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
Edinburg, Tx 78539

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the final result of County of Hidalgo Community Service Agency's Request for Proposal is as follows:

> Air Plus Heating and Cooling, Inc. met the minimum score of 58½ points for qualification therefore CHCSA proceeded to review the prices submitted. Several prices submitted were significantly higher than the market average. CHCSA conducted negotiations with Air Plus Heating and Cooling, Inc. and have determined, with our funding source, Texas Department of Housing and Community Affairs approval that the negotiated prices attached are acceptable. Please note that CHCSA will reject prices for the HVAC assessment, Resizing of the closet, and for the Electric/gas furnace.
>
> Air Plus Heating and Cooling, Inc.'s scored the total one hundred (100) points available.

Upon Commissioner's Court approval, CHCSA is prepared to enter into a contract with Air Plus Heating and Cooling, Inc. for one (1) year with the option to renew in one (1) year increments for combined period not to exceed a maximum five (5) years.

Thank you for your assistance in this matter. Should you have any questions, please contact me at (956) 383-6250 ext 12.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

COUNTY OF HIDALGO COMMUNITY SERIVCE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
HEAT LOAD CALCULATION	each	$175.00	$175.00
A2. APPLIANCE			
CENTRAL UNIT AC REPAIR (LABOR)	per hr	$60.00	$58.00
CENTRAL ELECTRIC FURNACE REPAIR (LABOR)	per hr	$60.00	$58.00
CENTRAL GAS FURNACE REPAIR (LABOR)	per hr	$60.00	$60.00
MISCELLANEOUS			
INSTALL DIGITAL HEATING/COOLING THERMOSTAT	EACH	$110.00	$105.00
ELECTICAL WHIP FOR CONDENSER	EACH	$70.00	$80.00
DRIP PAN FOR CENTRAL SYSTEM	EACH	$95.00	$130.00
INSTALL CONDENSER PAD	EACH	$78.00	$105.00
INSTALL RETURN AIR GRILL & NEW FILTER	EACH	$95.00	$105.00
DUCTS			
2" DUCT BOARD	SHEET	$78.00	$78.00
INSTALL DUCT BOARD	PER HR	$69.50	$65.00
DUCT REPAIR	LABOR per hour	$45.00	$55.00
FREON 1lb (R-22)	lb	$66.50	$23.00
FREON 1lb (R-410A)	lb	$66.50	$37.00
MASTIC	GALLON	$20.00	$20.00
METAL DUCT TAPE UL-181 2.5"	ROLL	$16.50	$15.00
INCREASE THE SIZE OF RETURN AIR	JOB	$213.00	$128.00
NATURAL GAS TO PROPANE CONVERTER	JOB	$165.00	$165.00
ALL ELECTRIC UNITS			
CLOSET			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	$2,255.00	$2,203.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	$2,473.00	$2,268.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	$2,533.00	$2,419.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	$2,750.00	$2,683.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	$2,874.00	$2,808.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	$3,174.00	$3,040.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	$3,470.00	$3,250.00

11/19/2010

COUNTY OF HIDALGO COMMUNITY SERIVCE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
ATTIC			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	$2,405.00	$2,353.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	$2,623.00	$2,418.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	$2,683.00	$2,569.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	$2,898.00	$2,833.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	$3,024.00	$2,958.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	$3,324.00	$3,190.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	$3,620.00	$3,500.00
EVAPORATIVE COIL CLEANING			
CLOSET LOCATION	EACH	$250.00	$225.00
ATTIC LOCATION	EACH	$350.00	$325.00
BLOWER WHEEL CLEANING			
CLOSET LOCATION	EACH	$175.00	$150.00
ATTIC LOCATION	EACH	$275.00	$250.00
CONDENSOR COIL ONLY CLEANING	EACH	$195.00	$100.00
AIR RETURN CLEANING	EACH	$55.00	$75.00
WINDOW AIR CONDITIONING CLEANING	EACH	$95.00	$85.00
WINDOW HEAT PUMP CLEANING	EACH	$95.00	$85.00
		$63,384.00	$41,319.00

11/19/2010

Yvette Islas

From: Thelma Vasquez [tvasquez@csa-hidalgo.us]
Sent: Wednesday, November 24, 2010 10:27 AM
To: yvette.islas@co.hidalgo.tx.us
Subject: RFP#2010-286-09-22-otm

Hello Ms. Islas

I understood you are our buyer now. We have completed our evaluation for RFP #2010-286-09-22-otm Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems. I have attached a letter to Ms. Salazar advising her of the final results, original letter will be hand delivered this afternoon. At this time we request to be placed on agenda for Commissioner Court to be held on Nov. 30, 2010.

Should you have any questions please feel to call me at the number indicated below.

I look forward to working with you.

Thelma Vasquez
Program Specialist
County of Hidalgo Community Service Agency
(956)383-6250 ext 44

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

October 21, 2010

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
2812 S. Business Highway 281
Edinburg, Tx 78539

RECEIVED
OCT 22 2010
10:5

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's CHCSA has reviewed submitted by All Temp Heating and Cooling and has found the following:

Technical specifications for 1.5 ton condensing unit were not submitted due to the item not currently available in the product line utilized by All Temp Heating and Cooling. All Temp Heating and Cooling indicated the use of a 2 ton system in place of 1.5 ton system.

The 1.5 ton condensing unit is an essential item that CHCSA expects to need and contractor to supply throughout the course of the contract period, if a contract is awarded. As indicated in the RFP packet, the International Residential Codes (IRC) require that HVAC systems be properly sized. Proper sizing is critical to achieving the rated efficiency of air conditioning equipment and maintaining control of humidity (www.energycodes.gov/implement/case_studies/texas/stm). In order to determine the proper size of a replacement unit a heat load calculation will be required. Should the heat load calculation reveal that the proper size of the replacement unit is a 1.5 ton system, the installation of a 2 ton system would go against the heat load calculation and by extension be in violation the IRC. CHCSA funding source requires compliance with the IRC codes. Therefore, we have deemed All Temp Heating and Cooling's proposal to be non-conforming and will not be evaluated further.

CHCSA will advise All Temp Heating and Cooling of this determination.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

October 21, 2010

RECEIVED
OCT 22 2010
By

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
2812 S. Business Highway 281
Edinburg, Tx 78539

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's CHCSA requested REA Service & Supply to submit documentation that proposed product meets minimum efficiency requirements as indicated on page 12, Exhibit "E" con't., Technical Specifications - 1. Documentation for the following items was requested: a. Condensing Unit, b. Air Handler, c. Gas Furnace, d. Duct Board, e. Thermostat, and f. Metal Duct Tape. A sample heat load calculation and a copy of the firm's most recent financial statement was also requested.

CHCSA has reviewed documentation submitted and has found the following:

I. Item a. Condensing Unit-documentation does not indicate proposed product is Energy Star Rated.
Item d. Duct Board-no documentation was submitted for this item.
Item e. Thermostat-no documentation was submitted for this item.
Item f. Metal Duct Tape-no documentation was submitted for this item.
II. Sample Heat Load Calculation-sample was not submitted.
III. Financial Statement-reflects negative net income.

Items a, d, e, and f are essential items that must meet technical specifications as noted in the RFP packet-Exhibit "A" con't page 2, Exhibit "E" con't page 12, 16, and 17. Additionally, a heat load calculation will be required for each HVAC systems needing replacement as indicated in the RFP packet-Exhibit "E" page 10. In the RFP packet on Exhibit "C"-Integrity and Financial Resources-II-A. Proposer was asked if the firm/company has the financial capabilities to provide materials up to a maximum of 30 days before receiving payment, review of the financial statement revealed a negative net income, the committee has interpreted this as REA Service & Supply has not having the financial capabilities to provide materials up to a maximum of 30 days prior to receiving payment.

Based on results stated above, we have deemed REA Service & Supply's proposal to be non-conforming and will not be evaluated further.

CHCSA will advise REA Service & Supply of this determination.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

October 7, 2010

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
2812 S. Hwy 281
Edinburg, Tx 78539

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's (CHCSA) has evaluated the proposals submitted for Request for Proposal #2010-286-09-22-otm. The results are as follows:

1). Maistro did not achieve the minimum score required to be deemed a qualified proposer. Maistro failed to submit their latest financial statement as requested on Page 7, Exhibit "C" con't., II. Financial Resources - A. Additionally, Reference #1-Integrity and Reference #2-Technical Knowledge did not respond accordingly. Therefore, Maistro's proposal will not be evaluated further.

2). Maximum Services did not achieve the minimum score required to be deemed a qualified proposer. Maximum failed to submit their latest financial statement as requested on Page 7, Exhibit "C" con't., II. Financial Resources - A. Additionally, Reference #2-Integrity did not respond accordingly. Therefore, Maximum Services's proposal will not be evaluated further.

3). Air Plus Heating and Cooling, Inc.'s achieved the minimum score to be deemed a qualified proposer. Air Plus Heating and Cooling will be required to submit warranty information, an 800 service number for the use of clients and/or agency staff and documentation that the proposed product meets minimum efficiency requirements as indicated on page 12, Exhibit "E" con't., Technical Specifications - 1. Documentation for the following items will be required: a. Condensing Unit, b. Air Handler, c. Gas Furnace, d. Duct Board, e. Thermostat and f. Metal Duct Tape. Air Plus Heating and Cooling, Inc. will also be required to submit a sample heat load calculation.

4). All-Temp Heating & Cooling achieved the minimum score to be deemed a qualified proposer. All-Temp Heating & Cooling is required documentation that the proposed product meets minimum efficiency requirements as indicated on page 12, Exhibit "E" con't., Technical Specifications - 1. At this time, documentation for the metal duct tape is required. All-Temp Heating & Cooling submitted documentation for the condensing unit, air handler, gas furnace, duct board and thermostat with the RFP. All-Temp Heating & Cooling will also be required to submit a sample heat load calculation

5). REA Service & Supply achieved the minimum score to be deemed a qualified proposer. REA Service & Supply must submit a copy of the firm's most recent financial statement as required on page 7, Exhibit "C" con't., Integrity & Financial Resources con't., II. Financial Resources-A. REA Service & Supply is also required to submit warranty information, an 800 service number for the use of clients and/or agency staff and documentation that the proposed product meets minimum efficiency requirements as indicated on page 12, Exhibit "E" con't., Technical Specifications - 1. Documentation for the following items will be required: a. Condensing Unit, b. Air Handler, c. Gas Furnace, d. Duct Board, e. Thermostat and f. Metal Duct Tape. A sample heat load calculation is also required to be submitted by REA Service & Supply.

CHCSA will inform each proposer of their current status and request the required documentation from Air Plus Heating and Cooling, All-Temp Heating and Cooling and REA Service & Supply.

Thank you for your assistance in this matter. Should you have any questions, please contact Ms. Thelma Vasquez at (956) 383-6250 ext 44.

Respectfully,

Maribel Navarro-Saenz
Executive Director

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-286-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Air Plus Heating and Cooling, Inc. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on December 07, 2010 and end on December 06, 2011 with the County's option to extend the contract for four (4) additional one (1) year terms.

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. 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.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

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

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

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

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:	Air-Plus Heating & Cooling, Inc. 711 E. Wisconsin Rd Edinburg, Texas 78539

20. 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.

21. This Contract 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

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

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal

grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck 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.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2010.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY: AIR-PLUS HEATING & COOLING, INC.

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

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

By:_____

EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"REPAIRS, REPLACEMENT AND/OR
RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS"
RFP NO: 2010-286-09-22-otm

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.
4. Exhibit "B", Scoring Criteria, page # 5.
5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.
6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.
7. Exhibit "E", Technical Specifications, consisting of page #10 through page #18.
8. Exhibit "F", Certification, consisting of page #19 to page #20.
9. Form "Appendix 1", consisting of 1 page.
11. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.
12. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.
13. Proposer's Affidavit, consisting of 1 page.
14. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
15. IRS W-9 Form, consisting of 4 pages.
14. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
15. Market Volatility and Unit Price Adjustments, consisting of 2 pages.
16. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

09-07-2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 07, 2010

Air-Plus Heating & Cooling, Inc.
711 E. Wisconsin Rd.
Edinburg, Texas 78539

Re: HIDALGO COUNTY
Request For Proposals - "HIDALGO COUNTY COMMUNITY SERVICE AGENCY – REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS"

RFP NO: 2010-286-09-22-otm

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFP NO: 2010-286-09-22-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS

SEPTEMBER 22, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-286-09-22**

1. Sealed proposals will be received for **Hidalgo County Community Service Agency – "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and nine (9) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-286-09-22-otm- Hidalgo County Community Service Agency – "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems"**, and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 22, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 THE FOLLOWING REFERENCE: RFP NO: 2010-286-09-22-otm—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - "REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS".

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, September 15, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 17, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal 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 card 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: (If applicable)
    - 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, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **Hidalgo County Community Service Agency – "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems",**
  e) 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 Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**SEPTEMBER 22,**	**2010**
Project/Anticipated Award Date:	_____,	**2010**
Commence Work or Deliver Products	_____,	**2010**

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 and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 therefor 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 contract 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 Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

28. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY COMMUNITY SERVICE – "REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS"

RFP NO: 2010-286-09-22-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

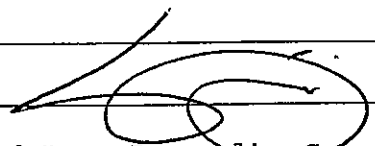
Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: 

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking a minimum of three (3) qualified contractors' to provide services to Repair, Replacement and Retrofit of HVAC Systems in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise the Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all products/services specified in this proposal shall be made to the address shown on each individual service request. Such address shall be the home occupied by an eligible CEAP program participant residing anywhere within the service area.

Delivery of all products/service specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event an eligible program participant is unavailable for service delivery scheduling (such instances must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or service provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made 45 to 60 days from the date the invoice/billing is submitted and upon agency approval.

All installations, repairs, disposals and any other service provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposer shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All installations, repairs, and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date. Compressors for Central AC systems shall be warranted for a minimum period of three years.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. non-functioning heaters in winter or nonfunctioning AC's in summer and elderly or infirm clients residing in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances should include at a minimum, the inspection of ductwork, refrigerant piping, electrical service, wiring, thermostat, condensate piping, flue piping, flue terminations, slabs, filter, driers, registers, grills, drain pans and evaporator coil (including heating/cooling appliance efficiency and heating appliance safety) and identification of eligible HVAC retrofit measures must be documented and submitted for agency review and approval. Proposer must complete a HVAC assessment form (see example Appendix 1 to this solicitation) for each HVAC assessment conducted pursuant to this solicitation.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

MINIMUM STANDARDS

HEATING SYSTEMS		
Central Heaters		Must be assessed by a HVAC professional
	Electric	Condensing Unit Energy Star Rated SEER 14.5
	Gas	Furnaces AFUE=.80

Ambient air within 5 feet of all existing gas or propane systems must be tested for Carbon Monoxide output during the assessment phase

COOLING SYSTEMS	
Central Air	Must be assessed by a HVAC professional
	Condensing Unit Energy Star Rated SEER 14.5
DUCT SYSTEMS	Must be assessed by a HVAC professional Must be repaired where feasible Minimum of R8 insulation rating

ASSESSMENT OF APPLIANCE(S) MUST BE THOROUGH, ASSESSMENT FORM MUST BE COMPLETED AND MUST INCLUDE PICTURES OF THE APPLIANCE(S) ASSESSED INCLUDING DUCT SYSTEMS. IN THE EVENT, REPLACEMENT OF EXISTING CENTRAL UNIT IS RECOMMENDED, A HEATLOAD CALCULATION MUST BE INCLUDED.

WHEN HEATING AND/OR COOLING APPLIANCES ARE REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE STATE AND FEDERAL LAWS. CONTRACTOR MUST REMOVE ALL HEATING AND/OR COOLING APPLIANCES FROM THE CLIENTS' HOME AND DESTROY BEYOND REPAIR.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE PURCHASE ORDERS WILL BE ISSUED TO THE CONTRACTOR:

1) Must not excluded client from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.

2) Must not accept any gifts, monetary or otherwise, from clients.

3) Will accept CHCSA Notice of Payment/Purchase Order as authorization and obligation of payment and only for the amount stated on the Notice of Payment/Purchase Order.

4) Will not alter the amount on Notice of Payment/Purchase Order.

5) Will contact CHCSA for prior approval should any additional repairs, replacement, size changes, etc. be required or forfeit payment if work is conducted without CHCSA prior approval. If additional work is justified, CHCSA will issue a Change Order approval to proceed.

6) Will be responsible for any damage occurring to central heating and/or cooling units after it is pickup from the proper vendor.

7) Will be responsible for any loss or theft occurring to the central heating and/or cooling units after it is picked up from the proper vendor.

8) Will test outlet for any potential electrical problem(s). If deemed unsafe, will notify CHCSA of the problem.

9) Will install central heating and/or cooling systems in location determined by CHCSA.

10) Will remove existing systems from the clients' home, destroy beyond repair and dispose according to all applicable laws. Existing systems once removed cannot be retrofitted and/or sold.

11) Will submit CHCSA document(s) with client signature where required.

12) Will submit itemized billing/invoice of actual work performed with corresponding documentation. For audit purposes, billing must include:

A) Name and address of vendor
B) Name and signature of client
C) Date(s) work was performed
D) Detail description of work performed and associated cost
E) Energy Guide
F) CHCSA Notice of Payment/Purchase Order number
G) Billing total amount

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PAYMENT PROCEDURES AND GUIDELINES con't

13) Direct all Notice of Payments/Purchase Orders to include billings/invoices and complete assessment forms (including pictures) to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the purchase order.

14) Submittal of Notice of Payments/Purchase Orders will be at contractor's discretion, keeping in mind that work must be completed within 10 days as of date of Notice of Payment/Purchase Order. All Notice of Payments/Purchase Orders must be submitted by January 31 of the following year, in order to ensure payment.

15) Payment will be made to contractor approximately forty-five (45) to sixty (60) days after receipt of original Notice of Payment/Purchase Order, with all required documentation, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed for all Notice of Payments/Purchase Orders completed and submitted by January 31 of the following year. CHCSA will not issue Notice of Payments/Purchase Orders unless it has a contractual amount to cover said amount.

16) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

17) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.

Authorized Representative Signature — 9/20/10 Date

Leocadio Guerrero
Print Name of Authorized Representative

President/Owner — 956-381-5891
Title of Authorized Representative — Telephone number

Lupita Guerrero — 956-381-5461
Name of Contact Person — Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, bidders technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in the Financial Resources & Integrity Section and a minimum score 28½ in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price	÷	proposal price	X 40	=	points awarded
Example $1000	÷	$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

The following questions that will be asked when we contact the references.
2.5 points have been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.

Q.1. Do they honor their prices?
Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?
Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA

Address: 300 S. Closner, Edinburg, Texas 78539

Company: Capital One Phone # 956-992-8039

Corporate Phone # 956-992-8039 Corporate Fax # 956-992-8027

Reference 2

Name: LAURA MAYO

Address: 1801 S. 2nd, McAllen, Texas 78503

Company: Inter National Bank Phone # 956-664-8400

Corporate Phone# 956-664-8400 Corporate Fax # 956-632-5442

EXHIBIT "C" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

2.5 points have been assigned to each question, only favorable responses will receive points. 15 points maximum may be received.

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

[X] YES [ ] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.

No Exceptions (2 part question-1.25 pts per part)

B. Will you hold material until we are ready to pick-up/install?

[X] YES [ ] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[ ] YES [X] NO

D. Are there any liens against your firm/company?

[ ] YES [X] NO

E. Are there any lawsuits against your firm/company?

[ ] YES [X] NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[ ] YES [X] NO

If yes, describe the nature of the complaint and its resolution.

EXHIBIT "D" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE -*1 point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE -List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

- Assessing heating and cooling systems including duct systems
- Installing central heating and cooling units
- Repair and/or installing duct systems
- Repair of central heating and cooling systems

The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.

1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)*
   If satisfactory, specify in what way.
   If not satisfactory, specify in what way.
2) *Has this firm or person been timely in completing projects?*
3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1
Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx.78504 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2
Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. VIOLET, SUITE 5, McALLEN, TX.78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3
Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. TEXAS BLVD., SUITE 20B, WESLACO, TX Fax# 956-968-8444
Company: ITHACA INVESTMENTS

EXHIBIT "E"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

A. Labor for Central Heating and Cooling Systems

TECHNICAL SPECIFICATIONS

1. **HVAC Assessment.** HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances should include, at a minimum, the inspection of ductwork, refrigerant piping, electrical service, wiring, thermostat, condensate piping, flue piping, flue terminations, slabs, filter, driers, registers (temperature), grills, drain pans and evaporator coil (including heating/cooling appliance efficiency and heating appliance safety). Assessments must be documented and submitted for agency review and approval. A carbon monoxide test must be conducted and results provided to the Agency for every gas unit assessed pursuant to this solicitation. A HVAC assessment form (see example Appendix 1 to this solicitation) must be completed for each HVAC assessment conducted pursuant to this solicitation. Assessment must include photograph of appliances and ducts assessed.

2. **HVAC Assessment/Service call** cost will only be paid if central system does not receive additional services. In the event that cleaning, repair, retrofit, or replacement services are required, the HVAC Assessment/Service Call fee will be credited to the overall cost of the cleaning, repair, retrofit or replacement cost.

3. **Heat Load Calculation (Manual J).** International Residential Codes (IRC) require that HVAC systems be properly sized. Proper sizing is critical to achieving the rated efficiency of air conditioning equipment and maintaining control of humidity (www.energycodes.gov/implement/case_studies/texas/stm). A heat load calculation will be required for each central unit replacement (condensing unit and/or air handler) recommended as a result of the assessment. Required data must be collect by selected contractor (s) on site, blueprints are not available therefore will not be provided. Upon qualification bidders will be required to submit a sample of a heat load calculation. Contractor is required to use same software used in the sample heat load throughout the contract period and any extension thereof.

4. **Any additional repairs, replacement, size changes, etc., incurring extra cost must be authorized by CHCSA through a Change Order process before contractor can proceed.**

5. No separate mileage charge is permitted, must be included in assessment/service call fee.

OPENED
9:44am
9-22-2010
Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

A1. Assessment

	Item	Labor		Quantity*		Grand Total
1.	HVAC Assessment Fee/Service Call	$ 70.00	X	300	=	$ 21,000.00
2.	Heat Load Calculation (Manual J) (whole house)	$ 175.00	X	100	=	$ 17,500.00

A2. Labor for Central Heating and Cooling Systems

	Appliance	Labor		Quantity*		Grand Total
3.	Central Unit AC repair (Labor Only)	$ 60.00	X	5	=	$ 300.00
4.	Central Electric Furnace Repair (Labor Only)	$ 60.00	X	5	=	$ 300.00
5.	Central Gas Furnace Repair (Labor Only)	$ 60.00	X	5	=	$ 300.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A Items 1-5	Labor $ 425.00	Grand Total $ 39,400.00

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B
for negotiated pricing

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

B. Complete Central Heating and Cooling Systems
C. Cleaning of Central Heating and Cooling Systems
D. Miscellaneous Items

TECHNICAL SPECIFICATIONS

1. Product information. Upon qualification bidders will be required to submit technical specifications for HVAC items. **BIDDER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS MINIMUM EFFICIENCY REQUIREMENTS.**

2 Product Installation-HVAC must be placed to city or local codes. Contractor will be responsible for delivery of the new unit, installation, removing old unit, and recapturing Freon according to code. Proper ventilation must be addressed for combustion units. Installation must include instructions to client as to operation, including lighting instruction, and demonstration. A carbon monoxide test must be conducted and results provided to the Agency for every gas unit installed pursuant to this solicitation.

3. Equipment: Condensing Unit must be **Energy Star Rated SEER 14.5,** Stand alone Gas furnaces must meet **AFUE rating of .80**

4. All Duct Repair/Replacement must have a minimum **R8** insulation rating.

5. Cleaning: Part to be cleaned must be removed, cleaned thoroughly and reinstalled.

6. Price should include installation of new appliance, removal and disposal of original unit.

7. **Any additional repairs, replacement, size changes, etc., incurring extra cost must be authorized by CHCSA through a Change Order process before contractor can proceed.**

Please refer to Exhibit B for negotiated pricing

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COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

B. Complete Central Heating and Cooling Systems

Appliance		Materials	Labor	Total		Quantity*	Grand Total
The following must include all material and labor to install a COMPLETE central system (duct work or replacement excluded)							
CLOSET			**All Electric Units**				
1.	Install 1.5 ton complete Central Unit	$ 1,580.00	$ 675.00	$ 2,255.00	X	10	=$ 22,550.00
2.	Install 2 ton complete Central Unit	$ 1,798.00	$ 675.00	$ 2,473.00	X	15	=$ 37,095.00
3.	Install 2.5 ton complete Central Unit	$ 1,858.00	$ 675.00	$ 2,533.00	X	15	=$ 37,995.00
4.	Install 3 ton complete Central Unit	$ 2,075.00	$ 675.00	$ 2,750.00	X	15	=$ 41,250.00
5.	Install 3.5 ton complete Central Unit	$ 2,199.00	$ 675.00	$ 2,874.00	X	15	=$ 43,110.00
6.	Install 4 ton complete Central Unit	$ 2,499.00	$ 675.00	$ 3,174.00	X	10	=$ 31,740.00
7.	Install 5 ton complete Central Unit	$ 2,795.00	$ 675.00	$ 3,470.00	X	10	=$34,700.00
ATTIC							
8.	Install 1.5 ton complete Central Unit	$ 1,580.00	$ 825.00	$ 2,405.00	X	10	=$ 24,050.00
9.	Install 2 ton complete Central Unit	$ 1,798.00	$ 825.00	$ 2,623.00	X	15	=$ 39,345.00
10.	Install 2.5 ton complete Central Unit	$ 1,858.00	$ 825.00	$ 2,683.00	X	15	=$ 40,245.00
11.	Install 3 ton complete Central Unit	$ 2,073.00	$ 825.00	$ 2,898.00	X	15	=$ 43,470.00
12.	Install 3.5 ton complete Central Unit	$ 2,199.00	$ 825.00	$ 3,024.00	X	15	=$ 45,360.00
13.	Install 4 ton complete Central Unit	$ 2,499.00	$ 825.00	$ 3,324.00	X	10	=$ 33,240.00
14.	Install 5 ton complete Central Unit	$ 2,795.00	$ 825.00	$ 3,620.00	X	10	=$ 36,200.00

Please refer to Exibit B

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9:44 AM
9-22-2010
Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

B. Complete Central Heating and Cooling Systems (con't)
Page 2

Item		Materials	Labor	Total		Quantity*	Grand Total
	The following must include all material and labor to install a COMPLETE central system (duct work or replacement excluded						
	Electric/Gas Furnace unit						
15.	Install 1.5 ton complete Central Unit	$1,746.00	$ 675.00	$ 2,421.00	X	5	=$ 12,105.00
16.	Install 2 ton complete Central Unit	$1,798.00	$ 675.00	$ 2,473.00	X	5	=$ 12,365.00
17.	Install 2.5 ton complete Central Unit	$1,959.00	$ 675.00	$ 2,634.00	X	5	=$ 13,170.00
18.	Install 3 ton complete Central Unit	$2,259.00	$ 675.00	$ 2,934.00	X	5	=$ 14,670.00
19.	Install 3.5 ton complete Central Unit	$2,288.00	$ 675.00	$ 2,963.00	X	5	=$ 14,815.00
20.	Install 4 ton complete Central Unit	$2,316.00	$ 675.00	$ 2,991.00	X	5	=$ 14,955.00
21.	Install 5 ton complete Central Unit	$2,584.00	$ 675.00	$ 3,259.00	X	5	=$ 16,295.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section B Items 1-21	Material $44,556.00	Labor $15,225.00	Total $59,781.00	Grand Total $ 608,725.00

PLEASE ENSURE TOTALS ARE ACCURATE

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for negotiated pricing

OPENED
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9-22-2010
Witnessed

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COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

C. Cleaning of Central Heating and Cooling Systems and Window Air Conditioning Units and Heat Pumps

Item	Labor		Quantity*	Grand Total
1). Evaporative Coil (removed, cleaned and replaced)				
a). Closet Location	$ 250.00	X	15	= $ 3,750.00
b). Attic Location	$ 350.00	X	15	= $ 5,250.00
2). Blower Fan (removed, cleaned and replaced)				
a). Closet Location	$ 175.00	X	15	= $ 2,625.00
b). Attic Location	$ 275.00	X	15	= $ 4,125.00
3). Condenser Coil Only	$ 195.00	X	15	= $ 2,925.00
4). Return Air (Attic Location)	$ 55.00	X	10	= $ 550.00
5). Window Air Conditioning Unit Cleaning	$ 95.00	X	25	= $ 2,375.00
6). Window Heat Pump Unit Cleaning	$ 95.00	X	5	= $ 475.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section D Items 1-6	Labor $ 1,490.00	Grand Total $ 22,075.00

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B

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9:44AM
9-22-2010
Witnessed

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COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

D. Miscellaneous Items
Page 1

Item	Materials	Labor	Total		Quantity*	Grand Total
Miscellaneous						
1. Install Digital heating/cooling thermostat Energy Star Rated (logo displaced)	$ 60.00	$ 50.00	$ 110.00	X	25	=$ 2,750.00
2. Electrical Whip for Condenser	$ 20.00	$ 50.00	$ 70.00	X	5	=$ 350.00
3. Drip pan for Central System	$ 45.00	$ 50.00	$ 95.00	X	5	=$ 475.00
4. Install Condenser pad	$ 28.00	$ 50.00	$ 78.00	X	5	=$ 390.00
5. Install return air grill and new filter	$ 45.00	$ 50.00	$ 95.00	X	5	=$ 475.00
6. 2" duct board (per sheet)	$ 78.00		$ 78.00	X	100	=$ 7,800.00
7. Labor to install duct board (per hour)		$ 69.50	$ 69.50	X	10	=$ 695.00
8. Install R-22 Freon only. (per lb.)	$ 16.50	$ 50.00	$ 66.50	X	5	=$ 332.50
9. Install R-410A Freon only. (per lb.)	$ 16.50	$ 50.00	$ 66.50	X	10	=$ 665.00
10. Duct Repair (Labor Only)		$ 45.00	$ 45.00	X	10	=$ 450.00

Please refer to Exhibit B
for pricing

OPENED
9:44 am
9-22-2010
Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

D. Miscellaneous Items
Page 2

Item		Materials	Labor	Total		Quantity*	Grand Total
Miscellaneous (con't)							
11.	Mastic (per gallon)	$ 20.00		$ 20.00	X	100	=$ 2,000.00
12.	Metal Duct Tape (per roll) **UL-181 2.5**	$ 16.50		$ 16.50	X	100	=$ 1,650.00
13.	Increase the size of the return air	$ 123.00	$ 90.00	$ 213.00	X	5	=$ 1,065.00
14.	Natural Gas to Propane Converter	$ 75.00	$ 90.00	$ 165.00	X	5	=$ 825.00
15.	Resizing of closet to accommodate larger air handler		$ 500.00	$ 500.00	X	5	=$ 2,500.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section C Items 1-15	Material $ 543.50	Labor $ 1,144.50	Total $ 1,688.00	Grand Total $ 22,422.50

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Assessment (Service Call)/Labor Item #1-5	**Section A Grand Total $** 39,400.00
Complete Central Heating & Cooling Units Item #1-21	**Section B Grand Total $** 608,725.00
Cleaning of Central Heating &Cooling Units Item #1-6	**Section C Grand Total $** 22,075.00
Miscellaneous Item # 1-15	**Section D Grand Total $** 22,422.50
Total Price	**Section A-D Grand Total $** 692,622.50

PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer Signature: _____ **Date:** 9/20/10

RECEIVED
9:44am
9-22-2010
Witnessed

Please refer to Exhibit B

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

CERTIFICATION

Contractor and Company Name: Other Company Names or DBA's	AIR-PLUS HEATING & COOLING, INC.
SSN or Employer's Federal ID Number	74-2909990
Mailing Address:	711 E. WISCONSIN RD., EDINBURG, TX. 78539
Telephone: e-mail	956-381-5891 airplushvac@yahoo.com
FAX:	956-381-5461

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all work completed will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as individual units are totally completed and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

EXHIBIT "F" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment of heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request made by CHCSA.

LEOCADIO GUERRERO		9/20/10
Proposer's Name (please print)	Proposer's Signature	Date

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
CEAP HEATING/COOLING ASSESSMENT FORM
CENTRAL HEATING AND COOLING SYSTEMS

Appendix 1

Client Name:

Central Air Condition Unit

Manufacturer: _____ Model #: _____
BTU's: _____ Serial #: _____
Volts/Amps _____ Year: _____
House Sq. Ft. _____ SEER: _____
Unit Clean: _____ Location: _____

Overall Condtion: Good Fair Poor
(If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace* Clean None

Central Heat/Furnace Natural Gas Electric Propane

Manufacturer: _____ Model #: _____
BTU's _____ Serial #: _____
Input/Output: _____ Year: _____
AFUE: _____ Volts/Amps: _____
Burner Cond: _____ CO Reading: _____ Location: _____ If closet, size of closet: _____
Heater Exchanger Cond: _____ Filter Present: _____
Heater OK _____ Filter Condition: _____
Thermostat Working: _____ Blower Fan Clean: _____
Evaporator Coil Clean: _____

Overall Condtion: Good Fair Poor
(If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace* Clean None

CA/CH Ductwork Location: Attic Floor
Duct Type Flex Sheetmetal Ductboard
Are Duct Properly Sized: Diameter: _____ Length: _____ If no, explain below in Overall Condition
Are Ducts Insulated: _____ If yes, give R-Value: _____
Are Ducts Disconnected: _____ If yes, give Location: _____
Plenum Sealed: _____ Return Air Clean: _____
Return Air Sealed: _____ Is Return Air the right size: _____
Return Air Temperature? _____ If not, what is the correct size: _____

Overall Condition: Good Fair Poor
(If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace Clean None

Assessor: _____ Assessment Date: _____

Office Use Only

Approved By: _____ Date: _____

Photographs of existing systems are required with assessment form ***ATTACH HEAT LOAD**

EXHIBIT "G"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 THER 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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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, Leocadio Guerrero, authorized representative for AIR-PLUS HEATING & COOLING, INC.
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: $ 500,000.00 General Liability: $ 1,000,000.00

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

Authorized Representative

9/20/10
Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, LEOCADIO GUERRERO, possess all of the APPLICABLE:

1. Licenses: Air Conditioning Contractor License.
2. Bonds: City.
3. Certificates: Indoor Air Quality Asso. certified - Res-Light Commercial & Air Balance.
4. Permits: City.
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

9/20/10
Date

AIR-PLUS HEATING & COOLING, INC.
Company

711 E. WISCONSIN RD.
Address

EDINBURG, TX. 78539
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

2139078

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

Air-Plus Heating + Cooling, Inc

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Leocadio Guerrero, President

9/20/10

Date

Adopted 06/29/2007

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Sep 20,2010 at 11:31A

As a Recording

Document Number: 2139078
Total Fees : 16.00

Receipt Number - 1146794
By,
Tania Rivera, Deputy

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, LEOCADIO GUERRERO, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ President/Owner

Subscribed and sworn to before me this 17th day of September, 2010.

Betty Mendoza

Notary Public

My commission expires: April 29, 2012, ~~2010.~~

BETTY MENDOZA
Notary Public, State of Texas
My Commission Expires
April 29, 2012

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Air-Plus Heating & Cooling, Inc. Telephone No. (956) 381-5891

dba Name:

Legal Name:

Mailing Address : 711 E. Wisconsin Rd. Fax No. (956) 381-5461

Physical Address: 711 E. Wisconsin Rd.

City, State, Zip Edinburg, Tx.78539 Tax I.D. No. 74-2909990

Remit to Address : P.O. Box 261 City, State, Zip Edinburg, Tx. 78540

E-Mail Address: airplushvac@yahoo.com

Representative(s) Name(s) & Title(s) Leocadio Guerrero, President/Owner

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No.____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. 74-2909990

State of Incorporation: Texas Date: 2/9/99 Other: ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization X Other, Specify Air-Conditioning Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Leocadio Guerrero, President/Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- • Less than 125,000 annual gross receipt
- • Less than 250,000 annual gross receipt
- X Less than 499,000 annual gross receipt
- • More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- • Black American
- X Hispanic American
- • Asian Pacific American
- • Native American
- • Women
- • Other

Have you been certified as a HUB or an MBE/WBE source?: X Yes • No

Indicate Certification No.(s): 1742909990000 or are Certificate(s) attached?: X Yes • No

What type of product(s) is/are solicited by your company?: Central Air & Heat Installation, Service and Repairs.

Would you like to be provided with specifications for procurements of such products?: X Yes • No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):____

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.: ____

Revised12/14/06

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?: •X Yes • No

If yes, by whom?: •X Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).1742909990 000 or Are Certificate(s) Attached?: •X 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: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

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
Air-Plus Heating & Cooling, Inc.

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
711 E. Wisconsin Rd.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78539

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
			-			-		

or

Employer identification number
7	4	2	9	0	9	9	9	0

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 ► [signature] Date ► 9/20/10

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.

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.

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, or

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

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

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.

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 social security card. 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 social security card 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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. 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 [1]
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.)

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, and the District of Columbia 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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Leocadio Guerrero
Title: President/Owner
Telephone Number: 956-381-5891
Date: 9/20/10

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

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

SERVICE CONTRACT
C-10-286-00-00

THIS CONTRACT is made and entered into this_____day of_____ , **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and . ("Company") a Corporation.

WHEREAS, Company responded to advertised notices for proposals for **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on_____, 2010_____ and end on_____, 2011 with the County's option to extend the contract for four (4) additional one (1) year terms.

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. 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.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

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

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

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

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:

20. 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.

21. This Contract 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

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

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

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

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:

2. Pay any required fees or taxes; or

3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

WITNESS our hands in duplicate originals this ____ day of_____, 2010.

By: _____

Rene A. Ramirez, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

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

By:_____

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2009

ASSETS

CURRENT ASSETS:		
CASH ON HAND	$ 1,020.22	
CAPITAL ONE - 3820348337	(26,586.51)	
A/R GUERRERO INVESTMENTS	3,338.81	
A/R - TRADE	349,700.30	
INVENTORY	55,000.00	
TOTAL CURRENT ASSETS:		$ 382,472.82
PROPERTY & EQUIPMENT:		
MACHINERY & EQUIPMENT	35,350.59	
OFFICE FURN & EQUIPMENT	1,845.00	
VEHICLES	233,804.75	
LEASEHOLD IMPROVEMENTS	8,281.45	
ACCUMULATED DEPRECIATION	(182,232.03)	
TOTAL PROPERTY & EQUIPMENT:		97,049.76
TOTAL ASSETS		$ 479,522.58

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2009

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
A/P - TRADE	$ 95,837.44	
PAYROLL TAX LIABILITIES	2,607.88	
TOTAL CURRENT LIABILITIES:		$ 98,445.32
LONG-TERM DEBT:		
N/P - CITIFINANCIAL AUTO	3,310.10	
N/P - TOYOTA FINANCIAL	7,636.22	
TOTAL LONG-TERM DEBT:		10,946.32
EQUITY:		
RETAINED EARNINGS	85,596.09	
COMMON STOCK	1,000.00	
EXCESS PAID CAPITAL	127,179.88	
CURRENT YEAR EARNINGS	156,354.97	
TOTAL EQUITY:		370,130.94
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$ 479,522.58

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2009

	Year to Date	
	Actual	Percent
REVENUES:		
SALES	$1,459,479.48	100.0
* TOTAL REVENUES:	1,459,479.48	100.0
COST OF SALES:		
COST OF GOOD SOLD	742,109.22	50.8
SUBCONTRACTORS - JOBS	68,551.54	4.7
* TOTAL COST OF SALES:	810,660.76	55.5
* GROSS MARGIN ON SALES	648,818.72	44.5
OPERATING EXPENSES:		
ADVERTISING	1,141.00	0.1
AUTOMOBILE EXPENSE	17,198.58	1.2
INTEREST & BANK CHARGES	3,425.08	0.2
COMMISSIONS	1,748.18	0.1
DEPRECIATION EXPENSE	8,291.00	0.6
DUES & SUBSCRIPTIONS	200.00	0.0
EMPLOYEE BENEFITS	2,000.00	0.1
INSURANCE - HEALTH	18,029.61	1.2
INSURANCE - AUTO	13,047.80	0.9
INSURANCE - LIABILITY	10,422.18	0.7
PERMITS & LIC FEES - JOBS	1,863.23	0.1
OFFICE EXPENSE	11,270.61	0.8
LICENSES & PERMITS	290.46	0.0
PROFESSIONAL FEES	6,555.00	0.4
RENT - BUILDING	12,500.00	0.9
REPAIRS & MAINTENANCE	2,839.07	0.2
RETIREMENT / IRA PLAN	5,117.85	0.4
TELEPHONE	8,649.85	0.6
UNIFORMS	220.00	0.0
UTILITIES	4,850.30	0.3
SALARIES & WAGES	317,250.57	21.7
SUPPLIES/TOOLS	4,853.69	0.3
TAXES - FRANCHISE	4,799.73	0.3
TAXES - SALES TAXES	8,235.67	0.6
TAXES - PAYROLL	27,574.76	1.9
NON-DEDUCTIBLE PENALTIES	89.53	0.0
* TOTAL OPERATING EXPENSES:	492,463.75	33.7
* NET OPERATING INCOME	156,354.97	10.7
* NET INCOME	$ 156,354.97	10.7

SEE ACCOUNTANT'S REPORT

STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2010

TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Building & Procurement Commission (TBPC), hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 13-June-2007, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2007
Expiration Date: 20-APR-2011

Paul A. Gibson
HUB Certification & Compliance Manager
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

INDOOR AIR QUALITY ASSOCIATION

2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

ASSOCIATION INC.

Glenn E. Fellman, Executive Director

CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL AIR BALANCING AND DIAGNOSTIC TECHNICIAN

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the

NATIONAL BALANCING INSTITUTE

to perform HVAC airflow diagnostics and air balancing for residential and light commercial systems according to NBI standards and practices.

National Balancing Institute NBI CERTIFIED 02-017-08

February 27, 2002

Rob Falke, National Balancing Institute

EXHIBIT "B"

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

November 22, 2010

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
Edinburg, Tx 78539

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the final result of County of Hidalgo Community Service Agency's Request for Proposal is as follows:

> Air Plus Heating and Cooling, Inc. met the minimum score of 58½ points for qualification therefore CHCSA proceeded to review the prices submitted. Several prices submitted were significantly higher than the market average. CHCSA conducted negotiations with Air Plus Heating and Cooling, Inc. and have determined, with our funding source, Texas Department of Housing and Community Affairs approval that the negotiated prices attached are acceptable. Please note that CHCSA will reject prices for the HVAC assessment, Resizing of the closet, and for the Electric/gas furnace.
>
> Air Plus Heating and Cooling, Inc.'s scored the total one hundred (100) points available.

Upon Commissioner's Court approval, CHCSA is prepared to enter into a contract with Air Plus Heating and Cooling, Inc. for one (1) year with the option to renew in one (1) year increments for combined period not to exceed a maximum five (5) years.

Thank you for your assistance in this matter. Should you have any questions, please contact me at (956) 383-6250 ext 12.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

COUNTY OF HIDALGO COMMUNITY SERIVCE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
HEAT LOAD CALCULATION	each	$175.00	$175.00
A2. APPLIANCE			
CENTRAL UNIT AC REPAIR (LABOR)	per hr	$60.00	$58.00
CENTRAL ELECTRIC FURNACE REPAIR (LABOR)	per hr	$60.00	$58.00
CENTRAL GAS FURNACE REPAIR (LABOR)	per hr	$60.00	$60.00
MISCELLANEOUS			
INSTALL DIGITAL HEATING/COOLING THERMOSTAT	EACH	$110.00	$105.00
ELECTICAL WHIP FOR CONDENSER	EACH	$70.00	$80.00
DRIP PAN FOR CENTRAL SYSTEM	EACH	$95.00	$130.00
INSTALL CONDENSER PAD	EACH	$78.00	$105.00
INSTALL RETURN AIR GRILL & NEW FILTER	EACH	$95.00	$105.00
DUCTS			
2" DUCT BOARD	SHEET	$78.00	$78.00
INSTALL DUCT BOARD	PER HR	$69.50	$65.00
DUCT REPAIR	LABOR per hour	$45.00	$55.00
FREON 1lb (R-22)	lb	$66.50	$23.00
FREON 1lb (R-410A)	lb	$66.50	$37.00
MASTIC	GALLON	$20.00	$20.00
METAL DUCT TAPE UL-181 2.5"	ROLL	$16.50	$15.00
INCREASE THE SIZE OF RETURN AIR	JOB	$213.00	$128.00
NATURAL GAS TO PROPANE CONVERTER	JOB	$165.00	$165.00
ALL ELECTRIC UNITS			
CLOSET			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	$2,255.00	$2,203.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	$2,473.00	$2,268.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	$2,533.00	$2,419.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	$2,750.00	$2,683.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	$2,874.00	$2,808.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	$3,174.00	$3,040.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	$3,470.00	$3,250.00

11/19/2010

COUNTY OF HIDALGO COMMUNITY SERIVCE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
ATTIC			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	$2,405.00	$2,353.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	$2,623.00	$2,418.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	$2,683.00	$2,569.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	$2,898.00	$2,833.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	$3,024.00	$2,958.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	$3,324.00	$3,190.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	$3,620.00	$3,500.00
EVAPORATIVE COIL CLEANING			
CLOSET LOCATION	EACH	$250.00	$225.00
ATTIC LOCATION	EACH	$350.00	$325.00
BLOWER WHEEL CLEANING			
CLOSET LOCATION	EACH	$175.00	$150.00
ATTIC LOCATION	EACH	$275.00	$250.00
CONDENSOR COIL ONLY CLEANING	EACH	$195.00	$100.00
AIR RETURN CLEANING	EACH	$55.00	$75.00
WINDOW AIR CONDITIONING CLEANING	EACH	$95.00	$85.00
WINDOW HEAT PUMP CLEANING	EACH	$95.00	$85.00
		$63,384.00	$41,319.00

11/19/2010

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/26/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net
PRODUCER CUSTOMER ID #:

INSURED
Air Plus Heating & Cooling

711 E Wisconsin
Edinburg, TX 78539
956-381-5891

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cypress Texas Lloyds	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR			GTX1006117 00 00 05	3/24/2010	3/24/2011	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE AGENCY
100 E CANO, 4TH FLOOR
ADMINISTRATION BUILDING
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/01/2010

PRODUCER
WINSTON AYALA, AGENT
5401 N 10TH ST STE 130
MCALLEN, TX 78504

THIS CERTIFICATE IS ISSUED AS 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
AIR-PLUS HEATING & COOLING INC
711 E WISCONSIN RD
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY	121 4992-E07-53	05/07/10	05/07/11	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$ 300,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 100,000
		[ ] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

1998 Chev Pk,1994 Dodge Ram,1996 GMC Box Van,1996 GMC Box Van,1995 Ford Econoline,2008 Toyota Tacoma,2010 GMC 1500,2010 Chevrolet Silverado

ENDORSEMENT FOR TE9901B ADDITIONAL INSURED & TE2046A WAIVER OF SUBROGATION ADDED

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE
COMMUNITY AGENCY
2802 S. BUS. HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Winston Ayala by CSA-5

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

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
Air Plus Heating & Cooling Inc
711 East Wisconsin
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001174985	12/15/09	12/15/10	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION

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

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AI-23668 **20.G.1.**

BCAP - Millennium Engineers Group, Inc. Invoice Claims - Precinct No.2 and Precinct No.4

CC REGULAR

Date:	12/07/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP

Information

CAPTION

Acceptance and approval of claim from Millennium Engineers Group, Inc. in the amount of $2,641.46 for material testing on Pct.#2 North Alamo Village, Pct.#4 - Villa Del Mundo, Colonia Big 5, and Bar VI Subdivisions.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-124-785-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
DIRECT PAYMENT REF:P.O.# 563048 acct bal: $4,918.40

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-124-167-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
DIRECT PAYMENT REF:P.O.# 563048 acct bal: $6,133.62

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-124-070-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
DIRECT PAYMENT REF:P.O.# 563048 acct bal: $384.17

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-122-494-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
DIRECT PAYMENT REF:P.O. #563048 acct bal:$1,483.71

Attachments

Link: Villa Del Mundo Subdivision

Link: Colonia Big 5 Subdivision

Link: Bar VI Subdivision

Link: North Alamo Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 03:39 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 04:06 PM	APRV
3	Roland Garcia	Rolando Garcia	12/03/2010 02:02 PM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Marcie Jackson

Started On: 10/26/2010 03:26 PM

Final Approval Date: 12/03/2010

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

November 29, 2010

Abel Vaquera
J.E. Saenz and Associates
211 East Wisconsin Road
Edinburg, Texas 78539

Ref: Invoice #07M109-4, 07M109-3, 07M109-2, 07M109-5, 07M109-7, and 07M109-8
Villa Del Mundo Subdivision

Dear Mr. Vaquera:

Please review the following invoice from Millennium Engineers Group, Inc. for Villa Del Mundo Subdivision. All invoices submitted to our office need your review and approval before submitted for payment to the County Auditors.

Should you have any questions, please call me at (956) 787-1891.

Respectfully,

Agapito Vargas Jr.

Agapito Vargas Jr. Executive Director
Border Colonia Access Program

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/16/2007	07M109-4

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C-CAP-07-008-02-13 2/13/07 - 6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $243.20
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/15/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Air Content (Pressure)	1	$ 18.00	$ 18.00
Vehicle Trip Charge(Per Mile)	40	$ 0.38	$ 15.20
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Concrete)	4.25	$ 40.00	$ 170.00

INVOICE RECEIVED BY: Marcie Jackson ON 10/26/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$ $243.20
Payments/Credits	$0.00
Balance Due	$ $243.20

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Concrete Field Report

Project Description: Villa Del Mundo (Palma Circle & Roland Dr.)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

M.E.G. Report Number: 07M109-4-1
Date of Service: 06-30-07
Date of Report: 07-05-07
Structure Tested: East Curb of Rolando Street

On June 30, 2007 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the East Curb of Rolando St.

Sample Number 1 was obtained at 10:30 a.m. A slump of 2 1/4" and an entrapped/entrained air content of 2.8% was determined. From this sample, a total of four (4) 6 x 12 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On June 31, 2007 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/16/2007	07M109-3

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C-CAP-07-008-02-13 2/13/07 - 6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $224.61
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/15/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Field Density (Soils)	5	18.00	90.00
Vehicle Trip Charge(Per Mile)	20	0.38	7.60
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.25	38.67	87.01

INVOICE RECEIVED BY: Marcie Jacker ON 10/26/10
GOODS/SERVICES RECEIVED BY: Marcie Jacker ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$224.61
Payments/Credits	$0.00
Balance Due	$224.61

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: Villa Del Mundo (Palma Circle & Roland Dr.)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

Report Number: 07M109-3-1
Date Tested: 06-29-07
Date Reported: 07-05-07
Material Description: Salvage Caliche w/ Lime
Area Tested: Roadways

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Salvage Caliche w/ Lime	-2 + 3	13.0	114.1	98%	6"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	North Palm Circle Station 2 + 50 5' N of Center Line	12.7	%	109.1	pcf	**95.6%** (Fail)	6"
2	North Palm Circle Station 5 + 50 5' S of Center Line	13.1	%	109.7	pcf	**96.1%** (Fail)	6"
3	North Palm Circle Station 9 + 00 3' N of Center Line	11.7	%	112.7	pcf	**98.8%**	6"
4	Rolando Street Station 2 + 75 3' E of Center Line	12.0	%	113.4	pcf	**99.4%**	6"
5	South Palm Circle Station 9 + 50 4' S of Center Line	13.1	%	112.4	pcf	**98.5%**	6"
6	South Palm Circle Station 6 + 00 5' N of Center Line	13.6	%	111.3	pcf	**98.0%**	6"
7	South Palm Circle Station 2 + 75 5' S of Center Line	12.8	%	112.4	pcf	**98.5%**	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: Servando of Total Commitment, LLC.

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/26/2007	07M109-2

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

E-CAP-07-008-02-13 2/13/07-6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $348.94
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/25/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Atterberg Limits	1	45.00	45.00
TxDOT Proctor	1	150.00	150.00
Vehicle Trip Charge(Per Mile)	20	0.38	7.60
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.75	38.67	106.34

INVOICE RECEIVED BY: Marcie Jacks ON 10/26/10
GOODS/SERVICES RECEIVED BY: Marcie Jacks ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$348.94
Payments/Credits	$0.00
Balance Due	$348.94

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Moisture-Density Relationship of Base Material Report

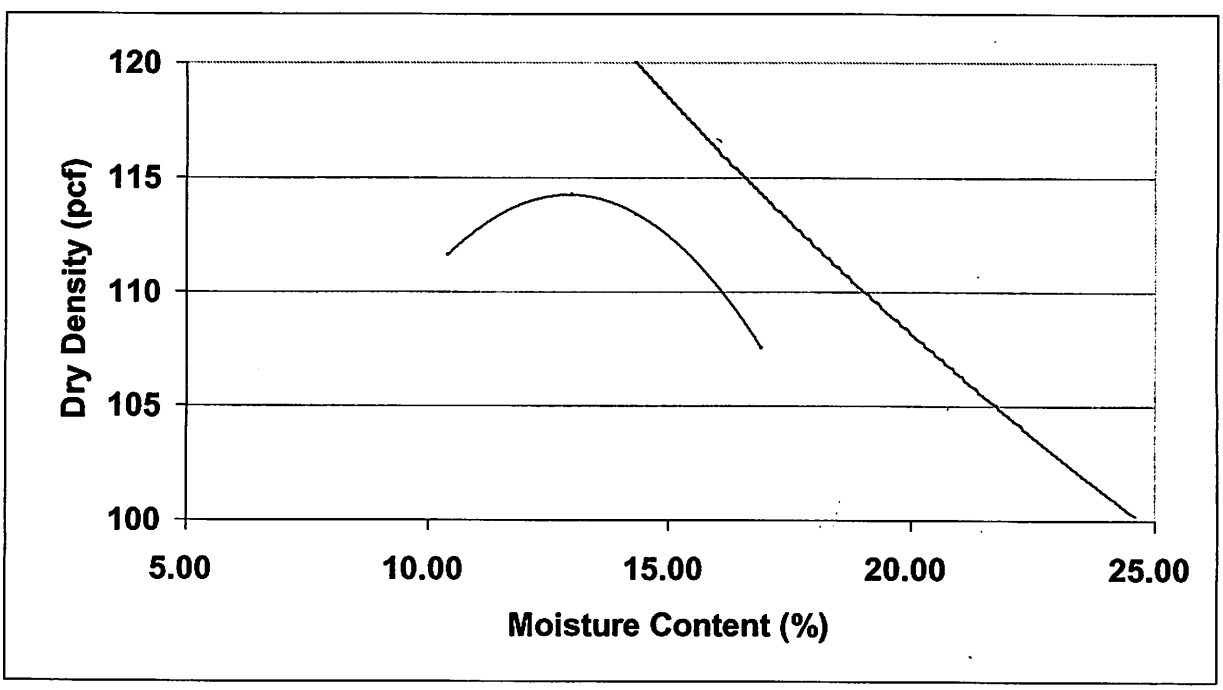
Proj. Desc: Villa Del Mundo (Palma Circle & Roland Dr.)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

M.E.G. Report No.: 07M109-2-1
Date Received: 06-19-07
Date Reported: 06-26-07
Material Description: Lime Treated Salvage Base
Sample Location: Palm Circle North
Material Source: In Site

Compaction Method: Tex-113-E
Specific Gravity: 2.65

Specimen No.:	1	2	3	4
Percent Moisture, %:	10.4	13.0	14.3	16.9
Dry Density (pcf):	111.6	114.3	113.4	107.5

Maximum Dry Density in P.C.F.	114.1
Optimum Moisture (%)	13.0



Remarks: Laboratory testing done in general accordance with Tex-113-E

Raul Palma, Senior Materials Engineer

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Atterberg Limits of Soils Report

Project Description: Villa Del Mundo (Palma Circle & Roland Dr)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

M.E.G. Report Number: 07M109-2-2
Date Sampled: 06-19-07
Date Reported: 06-26-07
Material Description: Lime Treated Salvage
Sample Location: In Site

Procedure Utilized: Tex-101-E, Tex-104-E, Tex-105-E, Tex-106-E

Preparation Method: Wet

Sample Identification	Test	Value	Specification Limits
Lime Treated Salvage	**Liquid Limit**	**41**	40
	Plasticity Index	**11**	12

Remarks: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/16/2007	07M109-5

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C.CAP. 07-008-02-13 2/13/07 - 6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $72.00
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/15/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	$ 12.00	$ 12.00
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Concrete)	0.5	$ 40.00	$ 20.00

INVOICE RECEIVED BY: Marcie Jackson ON 10/26/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$ $72.00
Payments/Credits	$0.00
Balance Due	$ $72.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Villa Del Mundo (Palma Circle & Roland Dr) M.E.G. Report Number: 07M109-5-1
Client: Hidalgo County Precinct No. 4 Date Cast: 06-30-07
Engineer: J.E. Saenz & Associates Date Reported: 07-09-07
Architect: N/A Structure Tested: East Curb
Contractor: Sascon

Placement Data

Mix I.D.: 3004 CR Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: N/A
Weather Condtions: Cloudy, Windy, Sunny and Warm Air/Ambient Temp.: 80°F
Supplier: Magic Valley Concrete Time Batched: 9:05 a.m. Concrete Temp.: 86°F
Truck No.: 524 Time Sampled: 10:30 a.m. Air Content: 2.8%
Plant Ticket No.: 131938 CY: 20 Slump: 2 1/4"
Placement Location: East curb at Rolando St. Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	28.27	07-07-07	7	70,195	2483	a	83%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements. Test specimen size is 6" Dia. X 12" Height unless otherwise noted.

Notes/Comments:

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/26/2007	07M109-7

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C-CAP-07-008-02-13 2/13/07-6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $170.61
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/25/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Field Density (Soils)	2	18.00	36.00
Vehicle Trip Charge(Per Mile)	20	0.38	7.60
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.25	38.67	87.01

INVOICE RECEIVED BY: Maricela Jackson ON 10/26/10
GOODS/SERVICES RECEIVED BY: Maricela Jackson ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$170.61
Payments/Credits	$0.00
Balance Due	$170.61

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: Villa Del Mundo (Palma Circle & Roland Dr.)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

Report Number: 07M109-7-1
Date Tested: 07-09-07
Date Reported: 07-17-07
Material Description: Salvage with Lime
Area Tested: North Palm Circle

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Salvage with Lime	-2 + 3	13.0	114.1	98%	6"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	North Palm Circle Station 2 + 50 5' N of Center Line	13.3	%	112.5	pcf	**98.6%**	6"
2	North Palm Circle Station 5 + 50 5' S of Center Line	14.5	%	111.4	pcf	**98.0%**	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Field Tests are retests of Field Test No. 1 and No. 2 on Report 07M109-3-1, accordingly.

Personnel Notified: Servando of Total Commitment, LLC.

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/26/2007	07M109-8

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C.CAP.07.008.02.13 2/13/07-6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-785-0-339→ $212.60
VILLA DEL MUNDO SUBDIVISION

Terms	Due Date	MEG Project
	8/25/2007	07M109-Villa Del Mundo PO#563408

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores)	3	25.00	75.00
Vehicle Trip Charge(Per Mile)	20	0.38	7.60
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	2.25	40.00	90.00

INVOICE RECEIVED BY: Maribel Jackson ON 10/26/10
GOODS/SERVICES RECEIVED BY: Maribel Jackson ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$212.60
Payments/Credits	$0.00
Balance Due	$212.60

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Summary of Asphalt Rolling Pattern Report

Project Description: Villa Del Mundo (Palma Circle & Roland Dr.)
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

M.E.G. Report Number: 07M109-8-1
Date Tested: 07-12-07
Date Reported: 07-17-07
Location Tested: Roland Dr.
Material Source: N/A

Pattern No.	Test Station and Location	Density, %	Air Voids, %
1	Roland Dr.	93.7	6.3
	Approx. 25' S of Palm Circle Dr.		
	South Bound Lane		
2	Roland Dr.	94.1	5.9
	Approx. 100' N of Palm Circle Dr.		
	South Bound Lane		
3	Roland Dr.	92.9	7.1
	Approx. 200' N of Palm Circle Dr.		
	South Bound Lane		

Remarks: A rolling Patern was established using a Thin Layer Nuclear Density Gauge. An Ingram steel-wheeled breakdown roller and an Ingersol Rand steel-wheeled vibratory roller (Model DD-32) were used for the initial and intermidiate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of a pnumatic roller after the initial rolling operation. Target Maximum Density used was 151 lbs/cf TxDot item 340 speciies 91 to 95 percent density.

Raul Palma, Senior Materials Engineer

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

November 29, 2010

Abel Vaquera
J.E. Saenz and Associates
211 East Wisconsin Road
Edinburg, Texas 78539

Ref: Invoice #07M100-17, Colonia Big 5 Subdivision

Dear Mr. Vaquera:

Please review the following invoice from Millennium Engineers Group, Inc. for Colonia Big 5 Subdivision. All invoices submitted to our office need your review and approval before submitted for payment to the County Auditors.

Should you have any questions, please call me at (956) 787-1891.

Respectfully,

Agapito Vargas Jr.

Agapito Vargas Jr. Executive Director
Border Colonia Access Program

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
6/21/2007	07M100-17

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C.CAP. 07.008 02.13
2/13/07 - 6/31/08

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311431-00-124-167-0-339→ $149.50
Colonia Big 5 SUBDIVISION

Terms	Due Date	MEG Project
	7/21/2007	07M100-Colonia Big5&Col Big 5 Rd-PO563048

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores) Asphaltic Cores	2	25.00	50.00
Vehicle Trip Charge(Per Mile)	25	0.38	9.50
Engr. Technician (Asphalt)	2.25	40.00	90.00

INVOICE RECEIVED BY: Marcie Jackson ON 10/24/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/26/10

We thank you for your prompt payment. Please remit to the above address.

Total	$149.50
Payments/Credits	$0.00
Balance Due	$149.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Summary of Asphalt Rolling Pattern Report

Project Description: Colonia Big 5 & Colonia Big 5 Road
Client: Hidalgo County Precinct No. 4
Engineer: J.E. Saenz & Associates
Architect: N/A
Contractor: Sascon

M.E.G. Report Number: 07M100-17-1
Date Tested: 06-07-07
Date Reported: 06-08-07
Location Tested: North St.
Material Source: Valley Caliche HMP # 2

Pattern No.	Test Station and Location	Density, %	Air Voids, %
1	North St.	91.7	8.3
	Approx. 100' E of Big 5 Rd.		
	West Bound Lane		
2	North St.	91.0	9.0
	Approx. 500' E of Big 5 Rd.		
	West Bound Lane		

Remarks: A rolling Patern was established using a Thin Layer Nuclear Density Gauge. An Ingram steel-wheeled breakdown roller and an Ingersol Rand steel-wheeled vibratory roller (Model DD-32) were used for the initial and intermidiate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of a pnumatic roller after the initial rolling operation. Target Maximum Density used was 151 lbs/cf TxDot item 340 speciies 91 to 95 percent density.

Raul Palma, Senior Materials Engineer

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

November 29, 2010

Abel Vaquera
J.E. Saenz and Associates
211 East Wisconsin Road
Edinburg, Texas 78539

Ref: Invoice #07M171-9 Bar VI Subdivision

Dear Mr. Vaquera:

Please review the following invoice from Millennium Engineers Group, Inc. for Bar VI Subdivision. All invoices submitted to our office need your review and approval before submitted for payment to the County Auditors.

Should you have any questions, please call me at (956) 787-1891.

Respectfully,

Agapito Vargas Jr. Executive Director
Border Colonia Access Program

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
11/16/2007	07M171-9

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C-CAP-07-008-02-13 2/13/07 - 6/31/08

Terms	Due Date	MEG Project
	12/16/2007	07M171-Bar VI Subdivision PO#563048

Description	Qty	Rate	Amount
Bituminous Max Theoretical SPG	1	50.00	50.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	1.25	40.00	50.00

DIRECT PAYMENT REF. P.O.# 563048
CLAIMS AI-23668 12/07/10
0-1311-431-00-124-070-0-339→$140.00
BAR VI SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$140.00
Payments/Credits	$0.00
Balance Due	$140.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Bar VI Subdivision
Client: Hidalgo County Precinct No. 4
Engineer: J. E. Saenz & Associates
Architect: N/A
Contractor: SASCON

M.E.G. Report Number: 07M171-9-1
Date Sampled: 10-22-07
Date Tested: 10-31-07
Date Reported: 10-31-07
Material Source: N/A

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	98.3	100
3/8	86.1	85-100
No. 4	58.0	50-70
No. 10	38.2	32-42
No. 40	18.5	11-26
No. 80	12.0	4-14
No. 200	6.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 4.9 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.514

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.390

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 95.1

Remarks: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Bar VI Subdivision
Client: Hidalgo County Precinct No. 4
Engineer: J. E. Saenz & Associates
Architect: N/A
Contractor: SASCON

M.E.G. Report Number: 07M171-9-1
Date Sampled: 10-22-07
Date Tested: 10-31-07
Date Reported: 10-31-07
Material Source: N/A

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	98.3	100
3/8	86.1	85-100
No. 4	58.0	50-70
No. 10	38.2	32-42
No. 40	18.5	11-26
No. 80	12.0	4-14
No. 200	6.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 4.9 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.514

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.390

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 95.1

Remarks: _____

Raul Palma, Senior Materials Engineer

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

November 29, 2010

Ramiro Gutierrez
R. Gutierrez Engineer,
301 E. Park Ave.
Pharr, Texas 78577

Ref: Invoice #07M13-11, 07M13-10, 07M13-8, 07M13-7, 07M13-5, 07M13-4, and 07M13-14, North Alamo Village

Dear Mr. Gutierrez:

Please review the following invoices from Millennium Engineers Group, Inc for North Alamo Village. All invoices submitted to our office need your review and approval before submitted for payment to the County Auditors.

Should you have any questions please feel free to call me at the office at (956) 787-1891.

Respectfully

Agapito Vargas Jr. Executive Director
Border Colonia Access Program

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-11

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-LAP-07-006-02-13 2/13/07 - 6/30/08

Drive way

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	12.00	12.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $72.00
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$72.00
Payments/Credits	$0.00
Balance Due	$72.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-11-1
Date Cast: 6-17-08
Date Reported: 6-27-08
Structure Tested: Driveway

Placement Data

Mix I.D.: 3004CR Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 5
Weather Condtions: Sunny, Cloudy and Windy Air/Ambient Temp.: 91°F
Supplier: Magic Valley Co Time Batched: 9:33 a.m. Concrete Temp.: 88°F
Truck No.: 743 Time Sampled: 10:25 a.m. Air Content: 3.0%
Plant Ticket No.: 2005203 CY: 10 Slump: 4½
Placement Location: East Street, 2nd Driveway from Sioux Rd Water Added:(gal.) 0
East Driveway

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
5A	12.57	6-24-08	7	33,803	2689	5	90%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-10

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13 2/13/07 - 6/30/08

Driveway

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Air Content (Pressure)	1	$ 18.00	$ 18.00
Vehicle Trip Charge(Per Mile)	20	$ 0.38	$ 7.60
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Concrete)	2.25	$ 40.00	$ 90.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $155.60
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$ $155.60
Payments/Credits	$0.00
Balance Due	$ $155.60

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Concrete Field Report

Project Description: North Alamo Village
Client: Hidalgo County Precint No. 2
Engineer: R. Gutierrez Engineering
Architect: N/a
Contractor: Closner Construction

M.E.G. Report Number: 07M13-10-1
Date of Service: 6-17-08
Date of Report: 6-18-08
Structure Tested: Driveway

On June 17, 2008 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the driveway.

Sample Number 5 was obtained at 10:25 a.m. A slump of 4½" and an entrapped/entrained air content of 3.0% was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On June 18, 2008 representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-8

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.DD6.02.13 2/13/07 - 6/30/08

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	2	12.00	24.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $84.00
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$84.00
Payments/Credits	$0.00
Balance Due	$84.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-8-1
Date Cast: 6-12-08
Date Reported: 6-24-08
Structure Tested: Curb and Gutter

Placement Data

Mix I.D.: 3004 CRM Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 2
Weather Condtions: Cloudy, Windy and Sunny Air/Ambient Temp.: 89°F
Supplier: Magic Valley Co Time Batched: 8:42 a.m. Concrete Temp.: 90°F
Truck No.: 743 Time Sampled: 9:50 a.m. Air Content: 2.1%
Plant Ticket No.: 1014616 CY: 30 Slump: 2
Placement Location: West St, Approx 15' S of North Street W curb Water Added:(gal.) 8

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
3A	12.57	6-19-08	7	34,758	2765	5	92%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-8-2
Date Cast: 6-12-08
Date Reported: 6-25-08
Structure Tested: Curb and Gutter

Placement Data

Mix I.D.: 3000 CRM Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 2
Weather Condtions: Cloudy, Windy and Sunny Air/Ambient Temp.: 95°F
Supplier: Magic Valley Co Time Batched: 10:16 a.m. Concrete Temp.: 89°F
Truck No.: 741 Time Sampled: 11:05 a.m. Air Content: 2.3%
Plant Ticket No.: 1014625 CY: 60 Slump: 2 1/4
Placement Location: East St, Approx 150' S of North St E Curb Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
4A	12.57	6-19-08	7	40,212	3199	5	107%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-7

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C CAP-07-006-02-13 2/13/07 - 6/30/08

Curb + gutter

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Air Content (Pressure)	2	$ 18.00	$ 36.00
Vehicle Trip Charge(Per Mile)	40	$ 0.38	$ 15.20
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Concrete)	4.75	$ 40.00	$ 190.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $281.20
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$ $281.20
Payments/Credits	$0.00
Balance Due	$ $281.20

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Concrete Field Report

Project Description: North Alamo Village
Client: Hidalgo County Precint No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-7-1
Date of Service: 6-12-08
Date of Report: 6-18-08
Structure Tested: Curb & Gutter

On June 12, 2008 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the curb and gutter.

Sample Number 3 was obtained at 9:50 a.m. A slump of 2" and an entrapped/entrained air content of 2.1% was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

Sample Number 4 was obtained at 11:05 a.m. A slump of 2¼" and an entrapped/entrained air content of 2.3% was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On June 13, 2008 representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-5

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13 2/13/07 - 6/30/08

Curb

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	2	12.00	24.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $84.00
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$84.00
Payments/Credits	$0.00
Balance Due	$84.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-5-1
Date Cast: 06-10-08
Date Reported: 06-20-08
Structure Tested: Curb

Placement Data

Mix I.D.: 3000 Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 2
Weather Condtions: Sunny Air/Ambient Temp.: 88°F
Supplier: Magic Valley Co Time Batched: 11:15 a.m. Concrete Temp.: 90°F
Truck No.: 391 Time Sampled: 11:30 a.m. Air Content: 3.4%
Plant Ticket No.: 156461 CY: 10 Slump: 1
Placement Location: Apache Trail - Station 10 + 50 E Curb Water Added:(gal.) 8

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
1A	12.57	06-17-08	7	33,351	2653	4	88%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-5-2
Date Cast: 06-10-08
Date Reported: 6-23-08
Structure Tested: Curb

Placement Data

Mix I.D.: 3000 Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 2
Weather Condtions: Hot and Sunny Air/Ambient Temp.: 97°F
Supplier: Magic Valley Co Time Batched: 1:52 p.m. Concrete Temp.: 95°F
Truck No.: 947 Time Sampled: 2:45 p.m. Air Content: 2.9%
Plant Ticket No.: 156473 CY: 70 Slump: 1
Placement Location: Apache Trail - Station 1 + 50 W Curb Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
2A	12.57	06-17-08	7	29,780	2369	5	79%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
7/1/2008	07M13-4

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13 2/13/07 - 6/30/08

Curb

Terms	Due Date	MEG Project
Net 30	7/31/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Air Content (Pressure)	2	18.00	36.00
Vehicle Trip Charge(Per Mile)	40	0.38	15.20
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	6.25	40.00	250.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $341.20
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$341.20
Payments/Credits	$0.00
Balance Due	$341.20

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Concrete Field Report

Project Description: North Alamo Village
Client: Hidalgo County Precint No. 2
Engineer: R. Gutierrez Engineering
Architect: N/a
Contractor:

M.E.G. Report Number: 07M13-4-1
Date of Service: 6-10-08
Date of Report: 6-13-08
Structure Tested: Curb

On June 10, 2008 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the curb.

Sample Number 1 was obtained at 11:30 a.m or p.m. A slump of 1" and an entrapped/entrained air content of 3.4% was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

Sample Number 2 was obtained at 2:45 p.m. A slump of 1" and an entrapped/entrained air content of 2.9% was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On June 11, 2008 representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/26/2010	07M13-14

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-07-006-D2-13 2/13/07 - 6/30/08

Terms	Due Date	MEG Project
Due on receipt	10/26/2010	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	12.00	12.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.25	40.00	10.00

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23668 12/07/10
0-1311-431-00-122-494-1-339→ $62.00
NORTH ALAMO VILLAGE SUBDIVISION

We thank you for your prompt payment. Please remit to the above address.

Total	$62.00
Payments/Credits	$0.00
Balance Due	$62.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-14-1
Date Cast: 6-18-08
Date Reported: 6-27-08
Structure Tested: Driveway

Placement Data

Mix I.D.: 233317 Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 5
Weather Condtions: Hot, Humid, and Clear Air/Ambient Temp.: 100°F
Supplier: Magic Valley Co Time Batched: 12:41 p.m. Concrete Temp.: 85°F
Truck No.: 617 Time Sampled: 1:39 p.m. Air Content: N/A
Plant Ticket No.: 156897 CY: 10 Slump: 5½
Placement Location: Apache Trail-100' S of Sioux Rd SBL Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
6A	12.57	6-25-08	7	27,419	2181	5	73%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

AI-24210 **20.H.1.**

BCAP Application for Payment No.3 Final - MaryAnn Subdivision Precinct No.1

CC REGULAR

Date:	12/07/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Acceptance and approval of Application for Payment No. 3- Final in the amount of $77,177.70 from Asago Construction contracted vendor for Maryann Subdivision as reviewed and submitted by project engineer, Rodriguez Engineering (C-CAP-09-471-04-06).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-895-0-73X

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #641483 for Asago, LLC, d/b/a Asago Construction- Contract amount is $164,391.00

As per Katia Garcia from Auditor's, Application for Payment #3 has been entered in the Allio acct system; **however, it is currently on hold, pending processing. Refer to batch #7546**

CC took no action for Payment Applicaton #3 due to lack of approval from TXDOT, refer to AI #23697, CC 11-2-10. TXDOT has already approved this payment application.

The payment will be released, once the Application for Payment #3 gets approved by CC.

Attachments

Link: Application for Payment No.3 Final MaryAnn Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	12/01/2010 11:37 AM	APRV
2	Purchasing Department	Marty Salazar	12/02/2010 10:47 AM	APRV
3	Budget & Management	Ivan Cantu	12/02/2010 10:49 AM	APRV

4	Ivan Cantu	Ivan Cantu	12/03/2010 10:35 AM	APRV
5	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/01/2010 11:01 AM

Final Approval Date: 12/03/2010

AI-24210 12/07/10 R

APPLICATION FOR PAYMENT NO. 3 & FINAL

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-09-471-04-06
Project: ROAD AND DRAINAGE CONSTRUCTION FOR MaryAnn Subdivision
Owner's Contract No. C-CAP-09-471-04-06 Engineer's Project No. _____
For Work accomplished through the date of: September 28, 2010

1. Original Contract Price:	$162,861.00
2. Net change by Change Order and Written Agreements(+or-):	$1,530.00
3. Current Contract Price (1 plus 2):	$164,391.00
4. Total completed and stored to date:	$164,391.00
5. Retainage (per Agreement):	
10% of completed Work: $16,439.10	
_____ of stored material _____	
Total Retainage:	$16,439.10
6. Total completed and stored to date less retainage (4 minus 5)	$147,951.90
7. Less previous Application for Payments:	$70,774.20
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$77,177.70

Accompanying Documentation:

REQ# 177106 P.O.# 641483
0-1312-431-00-121-895-0-731→$71,554.00
<-7,155.40>=$64,398.60

REQ# 177106 P.O.# 641483
0-1312-431-00-121-895-0-733→$14,199.00
<-1,419.90>=$12,779.10

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all Work done under the Contract referred to above hav obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 9/28/10

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR
By: _____
Raul Iglesias

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 28th day of September 2010

Notary Public
My Commission expires: September 26, 2011

NOTARY PUBLIC STATE OF TEXAS
NELDA RUTLEDGE
My Commission Expires
September 26, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

Rodriguez Engineering
ENGINEER
By: _____

INVOICE RECEIVED BY:
Maricela Jackson ON 10/29/10
GOODS/SERVICES RECEIVED BY:
Maricela Jackson ON 10/27/10

Asago LLC, dba Asago Construction	Contractor Name
June 30, 2010	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No:	**3 & Final**
Application Date:	**October 25, 2010**
Period To:	
Engineer Firm:	**Rodriguez Engineering**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080895	Mary Ann	$ 162,861.00	$ 164,391.00	$ 40,844.00	$ 37,794.00	$ 85,753.00	$ 164,391.00	$ -	$ 16,439.10	$ 147,951.90	$ 70,774.20	$ 77,177.70
		$ 162,861.00	$ 164,391.00	$ 40,844.00	$ 37,794.00	$ 85,753.00	$ 164,391.00	$ -	$ 16,439.10	$ 147,951.90	$ 70,774.20	$ 77,177.70

Date: September 28th, 2010
Owner: Hidalgo County
Project: Road and Drainage Construction for MaryAnn Subdivision
Project No. C-CAP-09-471-04-06
Engineer: Rodriguez Engineering
Contractor: Asago Construction

SCHEDULE OF VALUES

No.	Decription	Unit	Original Schedule Value			Change Order # 1			Previous Application # 1			Previous Application # 2			Current Application # 3 & Final			Total to Date	Balance to Finish	
			Unit Rate	Qty	Dollars	Qty Change	New Qty	Net Change Dollars	Monthly Qty	Qty to Date	Item Cost (Monthly)	Monthly Qty	Qty to Date	Item Cost (Monthly)	Monthly Qty	Qty to Date	Item Cost (Monthly)		Qty	Dollars
	Paving																			
1	Prepraring ROW	STA	$500.00	25.46	$12,730.00		25.46	$0.00	25.46	25.46	$12,730.00		25.46	$0.00		25.46	$0.00	$12,730.00	0	$0.00
2	6" Road Grader Work Subgrade	SY	$2.00	7,385	$14,770.00		7,385	$0.00	3,692	3,692	$7,384.00	3,693	7,385	$7,386.00		7,385	$0.00	$14,770.00	0	$0.00
3	6" Flex Base (Compl in place) (TY D GR6 CL2)	SY	$4.00	7,385	$29,540.00		7,385	$0.00		0	$0.00	3,686	3,686	$14,744.00	3,699	7,385	$14,796.00	$29,540.00	0	$0.00
4	Asph Matrl (MC-30)	GAL	$6.00	1,476	$8,856.00		1,476	$0.00		0	$0.00		0	$0.00	1,476	1,476	$8,856.00	$8,856.00	0	$0.00
5	1 1/2" Hot Mix Asph Conc Ty D	SY	$7.00	6,786	$47,502.00		6,786	$0.00		0	$0.00		0	$0.00	6,786	6,786	$47,502.00	$47,502.00	0	$0.00
6	Mobilization	LS	$500.00	1	$500.00		1	$0.00	1	1	$500.00		1	$0.00		1	$0.00	$500.00	0	$0.00
7	Barricades, Sign and Traffic Handling	MO	$400.00	3	$1,200.00		3	$0.00	1	1	$400.00	1	2	$400.00	1	3	$400.00	$1,200.00	0	$0.00
	Drainage																			
8	Temporary Sediment Control Fence (Install)	LF	$0.70	270	$189.00		270	$0.00		0	$0.00	270	270	$189.00		270	$0.00	$189.00	0	$0.00
9	Temporary Sediment Control Fence (Remove)	LF	$0.20	270	$54.00		270	$0.00		0	$0.00		0	$0.00	270	270	$54.00	$54.00	0	$0.00
10	Driveway (asph-Conc-Pav) (PB-1)	SY	$15.00	841	$12,615.00	25	866	$375.00		0	$0.00		0	$0.00	866	866	$12,990.00	$12,990.00	0	$0.00
11	Flex Base (Compl in place) (TY D GR6 CL4)	SY	$9.00	1,105	$9,945.00	75	1,180	$675.00	550	550	$4,950.00	555	1,105	$4,995.00	75	1,180	$675.00	$10,620.00	0	$0.00
12	15" RCP Storm Drain CI III	LF	$20.00	760	$15,200.00	48	808	$960.00	576	576	$11,520.00	184	760	$3,680.00	48	808	$960.00	$16,160.00	0	$0.00
13	18" RCP Storm Drain CL III	LF	$30.00	192	$5,760.00	(16)	176	(480.00)	112	112	$3,360.00	80	192	$2,400.00	(16)	176	(480.00)	$5,280.00	0	$0.00
14	Safety End Treatment	EA	$1,000.00	4	$4,000.00		4	$0.00		0	$0.00	4	4	$4,000.00		4	$0.00	$4,000.00	0	$0.00
	Total Amounts				$162,861.00			$1,530.00			$40,844.00			$37,794.00			$85,753.00	$164,391.00		$0.00
	Contract Total				$162,861.00			$164,391.00												

AI-24134 **20.I.1.**

Reject & Authority to re-advertise - BCAP - Pct 4 - Round III - Road & Drainage Construction for Las Brisas Subdivision & Seminary Village Subdivision

CC REGULAR

Date:	12/07/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Requesting authority to reject all submitted bids received for:
(a) CAP-10-305-09-01-YSI “Road & Drainage Construction for Las Brisas Subdivision” &
(b) CAP 10-306-09-01-YSI “Road & Drainage Construction for Seminary Village Subdivision”
inasmuch as bids submitted are over budget, including authority to re-advertise same with any adjustments in specifications or plans to be drafted or made by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1200&1312

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 12-3-10:

Seminary Village
0-1312-431-00-124-657-0-731 $103,524.20
0-1200-431-00-124-657-0-731 $ 2,199.65
0-1312-431-00-124-657-0-733 $ 36,400.00

Las Brisas
0-1312-431-00-124-406-0-731 $ 96,384.25
0-1200-431-00-124-406-0-731 $ 7,092.20
0-1312-431-00-124-406-0-733 $ 65,370.55

Attachments

Link: ai req 24134

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 03:59 PM	APRV

2	Budget & Management	Erika Zamora	12/01/2010 04:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/03/2010 08:38 AM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:40 PM	APRV

Form Started By: Yvette Islas Started On: 11/23/2010 02:57 PM

Final Approval Date: 12/03/2010

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, November 30, 2010 10:29 AM
To: Yvette Islas; Marcie Jackson; Marcie Jackson; 'John Paul Lugo (johnpaul.lugo@co.hidalgo.tx.us)'; johnpaul.lugo@co.hidalgo.tx.us
Subject: Re: email request

Yvette, please place on next week's agenda, Tuesday December 7th 2010 an item to reject all bids as it relates to BCAP projects, Seminary Village and Las Brisas. All bids were over the amount budgeted for these projects.
Thanks,
Agapito Vargas

Sent from my HTC on the Now Network from Sprint

AI-24153 **20.I.2.**

BCAP - Amendment No.1 To Work Authorization No.1 Millennium Engineers Group, In. - Laborsita Subdivision Precinct No.4 (BCAP Round 3)

CC REGULAR

Date:	12/07/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Requesting approval of "Amendment to Work Authorization No. 1" to C-CAP-08-025-09-02 between Hidalgo County and Millennium Engineers Group, Inc. to replace Exhibit "D" with a Revised Exhibit "D" resulting in an increase of $2,411.43 from the original amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1312-431-00-124-886-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 12-2-10 $2,500.00
P.O.#622076 Laborsita Subdivision - Pending P.O. Increase (see copy of increase attached)

Attachments

Link: Amendment No.1 To Work Authorization No.1 Millennium Engineers Group, Inc. Laborsita Subdivision

Link: P.O. Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	12/01/2010 01:26 PM	APRV
2	Purchasing Department	Marty Salazar	12/01/2010 04:09 PM	APRV
3	Budget & Management	Erika Zamora	12/01/2010 04:25 PM	APRV
4	Manuel Chapa	Manuel Chapa	12/02/2010 11:16 AM	APRV
5	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/24/2010 08:28 AM

Final Approval Date: 12/03/2010

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NO. 1 TO
"WORK AUTHORIZATION NO. 1"
CONTRACT NO. C-CAP-08-025-09-02

This AMENDMENT to THE Exhibit "D" OF Work Authorization No. 1 of the CONTRACT between MILLENNIUM ENGINEERS GROUP, INC., (the "Engineer") and **HIDALGO COUNTY** (the "County"), effective the ____ day of _____, is made between the Engineer and the County, (the "Amendment"), as follows:

WHEREAS, Engineer and County entered into an Agreement on September 2nd, 2008, in which the Engineer agreed to provide Geotechnical Engineer Services and Construction Materials Testing for the Border Colonia Access Program Round 3 at Foster Subdivision, Hacienda De Los Vegas, Hoen Drive Subdivision, Lakeview Subdivision, Las Brisas, Seminary Village Subdivision, Trenton Terrace, Colonia Esperanza #2, La Flor Estates, La Flor Gardens and Laborsita. Projects are located in Precinct # 4.

WHEREAS, the parties now desire to amend the Projects in which the Engineer may perform the services;

WHEREAS, the parties desire to amend the Agreement Exhibit "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Attachment "D", Engineer and County hereby agree to the following Amendment to the Agreement Exhibit "D":

"Revised "Attachment "D". attached herein."

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Millennium Engineers Group, Inc.

_____

Raul Palma

Title: President

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT 4

Contract # C-CAP-08-025-09-02

WORK AUTHORIZATION NO. 1 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
09-42	Foster Subdivision	3,888.78	3,888.78
09-43	Hacienda De Los Vega	3,175.69	3,175.69
09-44	Hoen Drive Subdivision	15,995.79	15,995.79
09-45	Lakeview Subdivision	13,209.00	13,209.00
09-46	Las Brisas	6,212.50	6,212.50
09-47	Seminary Village Subdivision	5,999.90	5,999.90
09-48	Trenton Terrace	9,654.50	9,654.50
09-49	Colonia Esperanza #2	2,667.63	2,667.63
09-50	La Flor Estates	2,606.84	2,606.84
09-51	La Flor Gardens	2,606.84	2,606.84
09-52	Laborsita	1,701.84	4113.27
	Total Amount	*67,719.31*	*70,130.74*

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
11/10/2010	09-52 (1)

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar L. Garza,Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

Project Name
09M133-Laborsita Subdivision

Description	Qty	Cost	Total
Laborsita-Proposed services and costs.			
Atterberg Limits (Each)	0	59.00	0.00
Field Density (Soils) (Each)	0	20.00	0.00
Concrete Specimen (Compression)	0	15.00	0.00
Vehicle Charge	0	30.00	0.00
Engr. Technician (Soils) (Hour)	0	39.25	0.00
Engr. Technician (Concrete)(Hour)	0	42.00	0.00
Test Report	0	30.00	0.00
Clerical/Administrative	0	40.00	0.00
Project Management & Coordination	0	65.00	0.00
REVISED PROPOSAL-Actual costs and additional services rendered.			
Atterberg Limits (Each)	5	59.00	295.00
Field Density (Soils) (Each)	9	20.00	180.00
Standard Proctor (Each)	2	175.00	350.00
Asphalt Density (In-Place, Nuclear)	2	22.00	44.00
TxDOT Proctor	1	185.00	185.00
Asphalt Cores	2	50.00	100.00
Asphalt Density (In-Place, Cores)	1	20.00	20.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Washed Sieve Analysis (Each)	1	50.00	50.00
Wet Ball Mill (Each)	1	160.00	160.00
Engr. Technician (Soils) (Hour)	21	39.25	824.25
Engr. Technician (Asphalt)(Hour)	2.5	42.00	105.00
Vehicle Charge	10	30.00	300.00
Principal Engineer	2	125.00	250.00
Project Management & Coordination	9	65.00	585.00
Test Report	11	30.00	330.00
Clerical Managment & Coordination	7	40.00	280.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $4,113.25

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Rumaldo Munoz Jr**
Telephone# **(956)-383-3112**

Purchase Order Number: **622076**
Increase # **1** for this Purchase Order
Procurement Method:

[x] Contract #: **CAP-08-025-09-02**

[ ] Cooperative Awarded Vendor (TBPC State Awarded, TCPN, TASB-Buyboard)

[ ] Quotes over &1,000.00 (verbal quotes) (attach written quotes)

[ ] Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: **284009**
Vendor Name: **Millennium Engineers Group, Inc.**

P.O. BOX 4569
Edinburg Texas 78540

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 67,718.31
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
1	Lot	**Authorization #1 approved CC of 3/31/2009**	$ 2,500.00	$ 2,500.00
		under agenda Item AI-14687 for contract	$ -	$ -
		CAP-08-025-09-02 for construction material testing	$ -	$ -
		for various Colonia Access Program Round III Projects	$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		Amount of Increase Request		$ 2,500.00
		TOTAL AMOUNT		$ 70,218.31

Account Number: **0-1312-431-00-124-866-0-339**

Available Funds: $_____
Amount Liquidated: $_____

Reason: **P.O. needs to be increased because of under estimating the amount of testing needed for each project.**

Authorization: _____ **December 1, 2010**
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-24226 **20.J.1.**

Purchase of (2) 2011 or Newer Ford Expeditions
CC REGULAR

Date:	12/07/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, (Philpott Motors-Contract No. 281-07), Two (2) 2011 or Newer Ford Expedition in the amount of $93,998.00 to include but not limited to delivery and Buyboard fees; or, in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: One (1) 2011 or Newer Ford Expedition with same equipment and specifications and/or equivalent to.

BACKGROUND

Funding has been appropriated as per Req. #185928 to be used upon approval by Commissioners Court; all funding has been verified.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-079-1-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Requisition# 185928 has $93,998 available as of 12-2-10 for Philpott Motors.

Attachments

Link: agenda backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 11:50 AM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 12:52 PM	APRV
3	Manuel Chapa		12/03/2010 05:15 PM	PEND
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Oscar Garza — Started On: 12/01/2010 03:34 PM

Final Approval Date: 12/03/2010

RECEIVED
By Oscar Garza at 3:44 pm, Dec 01, 2010

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: December 01, 2010	
Department: Hidalgo County Sheriff's Office	
Name of Approving Elected Official/Department Head/Supervisor: Guadalupe "Lupe" Trevino, Sheriff	
Point of Contact: Myra Montoya	Contact Phone Number: 956-393-6024 956-393-6027 Contact Fax Number:
Contact E-Mail myra.montoya@hidalgoso.org	
Budget Account Number: 0-1284-421-00-280-079-1-741	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: December 20, 2010	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

2011 Ford Expedition

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

Req: 185928

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 29-Nov-10

Product Description: FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD		GENERAL SERVICE PACKAGE C	$ 9,310.00
	5.4L AUTOMATIC	STD		SLICK TOP PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		SEE UPGRADE BELOW	
	DELIVERY SURCHARGE				
	AM-FM CD TILT/CRUISE	STD		GENERAL SERVICE PACKAGE B	$ 6,125.00
	BLACK EXTERIOR	COLOR		SEE DOWGRADE BELOW FOR	
	2010 4X2 SPECIAL SERVICE	NOTE		TOUGHBOOK	
	NO 3RD ROW SEAT	NOTE			
U1G	2011 4X4 UPGRADE	$ 2,582.00		EMERGENCY EQUIPMENT	NOTE
				PRICES ARE GOOD UNTIL	NOTE
				15-Dec-10	NOTE
	BLACK EXTERIOR	COLOR			

Total of B. Published Options: $ 18,942.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 13.8 %

Options	Bid Price	Options	Bid Price
UPGRADE TO SAME PACKAGE ON	$ 5,290.00	DOWNGRADE TO PANASONIC TOUGH	$ (2,375.00)
BLACK 2009 STEALTH UNITS, BUT	NOTE	BOOK WITH LIND PACKAGE	
WITH THE DELETION OF THE DATA	NOTE		
RADIO, AND LAPTOP.COMPUTER	NOTE	MPH KA BAND DUAL ANTENNA RADAR	$ 2,250.00
CORNER LED HIDE-AWAY LIGHTS	INCL	SAME DIRECTION & FASTEST SPEED	INCL
ARE INCLUDED ALONG WITH LAPTOP	INCL		
MOUNTING EQUIPMENT.	INCL	THIS CONTRACT PRICE ON THE	NOTE
INSTALL CUSTOMER PROVIDED	$ 165.00	EXPEDTION IS GOOD UNTIL 12-24-2010	NOTE
2-WAY RADIO			
STEALTH GRAPHICS	$ 350.00	ESTIMATED DELIVERY OF A 2011 MODEL	NOTE
		IN 120-150 DAYS	NOTE

Total of C. Unpublished Options: $ 5,680.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ **miles** $ -

F. Total of A + B + C + D + E = F $ 46,799.00

G. Quantity Ordered 2 **x F =** $ 93,598.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** | $ 93,998.00

AI-24170 **20.K.1.**

Sole Source-Declaration-Weidenhammer Systems Corp.

CC REGULAR

Date:	12/07/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Auditor's Office

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation;

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12 month renewal maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Auditor's Office in the amount of $37,151.00 for fiscal year 01/01/11-12/31/2011 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-21-170-001-0-336

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available through 2011 Budget of $40,000.

Attachments

Link: Government Code 262.024 (a)(7)

Link: Sole Source Memo

Link: Renewal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/01/2010 04:12 PM	APRV
2	Budget & Management	Erika Zamora	12/01/2010 04:27 PM	APRV
3	Erika Zamora	Erika Zamora	12/03/2010 10:06 AM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:41 PM	APRV

Form Started By: Vangie Garcia Started On: 11/29/2010 12:41 PM

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: November 29, 2010

RE: "Sole Source Declaration" – Weidenhammer Systems Corporation

---

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which include a Software License, Maintenance and Support Agreement.

In 2007 the original vendor information Design, Inc. was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor;

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the Software License, Maintenance and Support Agreement with Weidenhammer Systems Corporation.

Weidenhammer

Alio Maintenance Renewal

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/10

Dear MR ALEJANDRO MORTERA,

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	$37,151.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

824 Adq r ghtp Akuc ÞV xnl hrr hmf +O@0850/ v v v -g` l l dq-mds Þ755,3V RB,B@QD ÞE` w50/ ,285,3735

Weidenhammer

Alio Maintenance Renewal Authorization

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/10

Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: if you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	**$37,151.00**

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

_____

Authorized Signature

_____

Print name, title, and date:

Weidenhammer
Information ingenuity.

November 30, 2010

Mr. Alejandro Mortera
Hidalgo County Auditor's Office
2808 South business Highway 281
Edinburg, TX 78539

Subject: Confirmation of Sole Source Compliance by Vendor

Dear Ms Mitchell:

Please acknowledge this document as verification that Weidenhammer Systems Corporation is the owner of the alio suite of products for Business Administrative Software.

As such, Weidenhammer is the owner of the copyright and the sole source for procurement of alio software, support, enhancements and documentation.

Very truly yours,

Shelly D. Grier, Sr. Administrator
Weidenhammer Systems Corporation

935 berkshire blvd wyomissing pa 19610 phone 610.378.1149 fax 610.378.9409

AI-23601 **20.L.2.**

Recommendations for Award/Janitorial Supplies, Industrial Chemicals & Supplies

CC REGULAR

Date:	12/07/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Recommendation to consider the deletion of the items list under line # 13-Bio Hazard Red bags/liner under the sealed procurement project of: Hidalgo County-Janitorial and/or Industrial Chemical Supplies inasmuch as item(s) are now included on contract awarded by CC on 11-17-10 to Bio-Ops, LLC uncer project # RFSQ 2010-364-11-17-SMA;

b. Recommending multiple awards to lowest bidders meeting all specifications/requirements attached hereto for each product(s) to the following three (3) vendors:

1. Central Poly Corp.;
2. Gulf Coast Paper Inc.;
3. Sysco, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** SEE ATTACHED

FUNDS AVAILABLE Y/N?: SEE ATTACH **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

See expenditure report for availability of funds and possible funding sources.

Attachments

Link: recommendations

Link: bid tabulation

Link: Acceptance Log

Link: participation sheet

Link: C-10-186A-12-07-SYSCO SAN ANTONIO

Link: C-10-186B-12-07-CENTRAL POLY CORP

Link: C-10-186-12-07-GULF COAST PAPER

Link: EXP REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 11:09 AM	APRV
2	Budget & Management	Sylvia Solis	12/02/2010 11:11 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/02/2010 04:28 PM	APRV
4	Auditor's Office	Linda Fong	12/03/2010 04:54 PM	APRV
5	Dina Trevino		12/03/2010 05:15 PM	PEND

Form Started By: Sandra Montalvo Started On: 10/20/2010 04:39 PM

Final Approval Date: 12/03/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **All Department Heads**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **October 08, 2010**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-186-09-01-SMA- Hidalgo County –**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICAL & SUPPLIES"** (All funding sources, programs and entities)

We have received FIVE **(5) responses** to the above reference project. Attach you will find the Bid Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than OCTOBER 13, 2010 @ 10:00 a.m.** to be able to present to Commissioner's Court **October 20 or 27, 2010.**

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865.

Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (explain)
1. Gulf Coast Paper Co	established communication/satisfaction
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-423-32-330-001-0-607
0-1295-423-00-330-028-0-607

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ismael Ruiz Salas	Jail Purchasing	10-12-10

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(Department's Recommendation)

TO: ll Department Heads

FROM: andra Montalvo, Buyer II
idalgo County Purchasing Department

DATE: ctober 08, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-186-09-01-SMA- Hidalgo County –"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICAL & SUPPLIES" (All funding sources, programs and entities)

We have ceived FIVE (5) responses to the above reference project. Attach you will find the Bid Tabulation Sheet fo our review and recommendation.

We woul like to present your recommendation on the next Commissioner's Count Meeting: therefore, we need your resp nse no later than OCTOBER 13, 2010 @ 10:00 a.m. to be able to present to Commissioner's Court October 0 or 27, 2010.

Please in icate your recommendation or any concerns on the space provided below and reply to the Purchasing Departme t via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.

Should y have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865.

Thank y for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (explain)
1. Gulf Coast Paper	Best price (see highlighted items)
2. Sysco San Antonio	Best price) items 1, 2, 23, 34, 54, 58, 61, 69, 85, 87, 103, 121, 125, 126, 134, 139, 163, 164, 165, 192, 193, 194, 195 + 198
3.	

HOWARD NO WEONS OK Gulf Coast-No bid

37.- Dept asked for 12oz.
38- " " 8oz

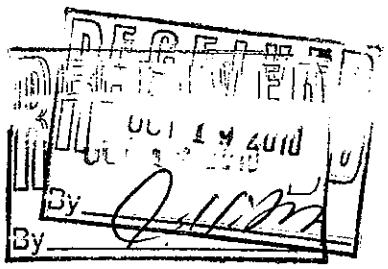
Please in ide the budget account number(s) for the above reference project.

Budget A t No.: 0-1100-441-00-340-001-0-607
0-1100-441-00-340-003-0-607
0-1293-441-00-340-005-0-607

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Mike Escamilla	Health & Human Services	10/13/10

Enclosure

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Recommendation)

TO: **All Department Heads**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **October 08, 2010**

RE: **BID AWARD RECOMMENDATION REQUEST**
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Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (explain)
1. Gulfcoast Paper Inc.	Better Value / Service.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-419-40-220-001-0-607

	Daniel Flores	Facilities Mngmt	10/15/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

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AWARD TO VENDOR(S):	RECOMMENDATION (explain)
1. Gulf Coast Paper Co	established communication/satisfaction
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-423-32-330-001-0-607
0-1295-423-00-330-028-0-607

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Israel Ruiz Silva	Purchasing	10-12-10

Enclosures

BID TABULATION

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS AND SUPPLIES

BID NO. 2010-186-09-01-SMA

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS											
		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.			
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER	UNIT PRICE
1	3M green 6x9 scouring pads 20/box (96HP) or equal	3m	20	$9.63	$0.800	Sysco-1376805	1/20 ct	$8.29	$0.415	NO BID			
2	3M griddle screens 10 per pack (200) or equal	3m	200	$61.88	$0.310	Sysco-5793971	10/20 ct	$45.05	$0.22525	NO BID			
3	Air Freshener- Aerosol Asst Scents	Spartan	12-18 oz	$28.10	$2.340	Sysco-3530797	1/6 ct	$36.07	$6.012	NO BID			
4	Air Freshener -Time Mist - Asst. Scents 6.6 oz	Vectair	12-6 oz	$37.12	$3.090	Sysco-5453881	1 ea	$20.89	$20.89	NO BID			
5	Americo 20" beige ultra-high speed burnishing pads 5/box (20MUHSTBP) or equal	Americo	5	$13.46	$2.690	Con Mfg.-6707012	5/20 in	$28.57	$5.71	NO BID			
6	Ant &Roach Spray odorless	Carroll	12-15 oz	$54.76	$4.560	Sysco-4440343	6/15 oz	$41.57	$6.93	NO BID			
7	Ant &Roach Spray odorless to contain deltametrin	Carroll	12-15 oz	$54.76	$4.560	NO BID				NO BID			
8	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal	Reynolds	600	$14.45	$0.024	NO BID				NO BID			
9	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1000	$8.63	$0.009	Handgard-5161591	2,000ea	$29.10	$0.01455	NO BID			
10	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal	Reynolds	250	$19.97	$0.080	El Kay-0770701	250 ea	$24.12	$0.10	NO BID			
11	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal	Reynolds	500	$24.77	$0.050	Hardgard-7349095	500/748	$31.27	$0.06	NO BID			
12	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal	Reynolds	200	$22.67	$0.113	Reynolds-7591886	200/1 gal	$42.19	$0.21	NO BID			
13	Bio-Hazard Bag Red 40 X 48 3 mil---- ALREADY IN CONTRACT WITH OTHER PROJECT	Berry plastics	25	$16.85	$0.6700	NO BID				Central Poly	100	$58.00	$0.06
14	Bleach -Disinfectant Cleaner Dry Air- Hospital	Spantan	12-18 oz	$30.61	$2.550	NO BID				NO BID			
15	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal	Pure bright	6	$9.14	$1.52	Sys Re-6366348	6/96 ox	$10.56	$1.76	NO BID			
16	Body Shampoo- per Gallon	spartan	4 gals.	$26.68	$6.670	NO BID				NO BID			
17	Body Towels Standard Size	NO BID				NO BID				NO BID			
18	Bowl Cleaner – Liquid(Non Acid) EPA Registered	Spartan	12-32 oz	$16.12	$1.340	Keystone-7637430	6/32 oz	$26.54	$4.42	NO BID			
19	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered	Spartan	12-32 oz	$15.35	$1.280	NO BID				NO BID			
20	Bowl Mops (Rayon) or equal	Continental	1	$0.60	$0.600	NO BID				NO BID			
21	Brooms –(Plastic Angel) or equal	Unisan	12	$71.00	$5.920	Sysco-1341197	1/54 in	$13.50	$13.50	NO BID			
22	Brooms- Janitorial Straw	Unisan	12	$69.45	$5.790	Sysco-4194908	6/32 cb	$38.49	$6.42	NO BID			
23	Brooms -Maids - Straw (Waco) or equal	Unisan	12	$60.75	$5.060	Sysco-4180642	6 ea	$17.34	$2.89	NO BID			
24	Buffing Pads 17" White	Americo	5	$10.21	$2.040	NO BID				NO BID			
25	Buffing Pads 20" White	Americo	5	$13.25	$2.650	NO BID				NO BID			
26	Butcher Paper 24"	B&H Bag	1	$22.49	$22.49	Duro-4047155	1/24 in.	$30.59	$30.59	NO BID			
27	Carpet Shampoo- Liquid Ammonia Free	Carroll	4	$34.92	$8.730	NO BID				NO BID			
28	Carpet Powder & Deodorizer	Big D Industries	12-16 oz	$29.13	$2.430	NO BID				NO BID			
29	Carpet Shampoo Liquid	Carroll	4	$34.92	$8.730	NO BID				NO BID			
30	Carpet Spot Remover 32 oz.	Spartan	12-32 oz	$17.02	$1.420	NO BID				NO BID			
31	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal	Carroll	4	$37.84	$9.460	NO BID				NO BID			
32	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal	Diversey	4	$32.52	$8.130	NO BID				NO BID			
33	Cleaner- Oven 24oz foam cleaner	Carroll	12-19 oz	$37.90	$3.160	Easyoff-4127627	6/24 oz	$27.79	$4.63	NO BID			
34	Cleaner -Stainless Steel- water less based	Spartan	12-18 oz	$37.82	$3.150	Keystone-8509370	6/17 oz	$24.46	$4.08	NO BID			
35	Continental 18" rubber floor squeegees (1800) or equal	Continental	1	$11.38	$11.380	NO BID				NO BID			
36	Continental 24" rubber floor squeegee (2400) or equal	Continental	1	$13.33	$13.330	NO BID				NO BID			
37	Dart Vented Lid-12J12-or equal	Dart	1,000	$12.49	$0.012	Dart-4097473	10/100 ct	$10.77	$0.01	NO BID			
38	Dart Vented Lid-8J8 or equal	Dart	1,000	$9.86	$0.010	Dart-4001178	10/100 ct	$8.49	$0.01	NO BID			
39	Degreaser -55 Gallon	Spartan	1-55 gal	$219.07	$219.070	NO BID				NO BID			
40	Deodorant-hygiene	NO BID				NO BID				NO BID			
41	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal	Palmolive	12-32 oz	$34.05	$2.840	Pamolive 4467353	4/1 gal	$41.15	$10.29	NO BID			
42	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal	U.S. Chemical	6-8 lb	$87.46	$14.580	NO BID				NO BID			
43	Dishwashing Liquid- 32 oz - (Dawn) or equal	Palmolive	12-32 oz	$34.05	$2.840	Dawn-648383	8/38 oz	$30.66	$3.83	NO BID			
44	Dishwashing Liquid- 42 oz (Dawn) or equal	Palmolive	12-32 oz	$34.05	$2.840	NO BID				NO BID			
45	Disinfectant & Deodorizer Cleaner Aerosol	Spartan	12-18 oz	$30.61	$2.550	NO BID				NO BID			

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS											
		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.			
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER	UNIT PRICE
46	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal	Carroll	4 gals	$30.84	$7.710	NO BID				NO BID			
47	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal	Carroll	4 gals	$35.00	$8.750	NO BID				NO BID			
48	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)	Spartan	12-18 oz	$30.61	$2.840	Keystone-7637352	6/32 oz	$50.78	$8.46	NO BID			
49	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)	Spartan	12-18 oz	$30.61	$2.840	Sysco-4308417	6/15 oz	$27.40	$4.57	NO BID			
50	Disinfectant Deodorant Spray- Hospital	Spartan	12-18 oz	$30.61	$2.840	NO BID				NO BID			
51	Disinfectant Foam Cleaner- Hospital	Spartan	12-18 oz	$25.40	$2.130	Keystone-8577217	6/19 oz	$27.74	$4.62	NO BID			
52	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal	Diversey	12-15 oz	$51.23	$4.270	NO BID				NO BID			
53	Disinfecting wipes- (Lysol)or equal	Clorox	12-35	$36.29	$3.020	NO BID				NO BID			
54	Dispenser- Air Freshener Time Mist	Vectair	1	$24.00	$24.000	Sysco-5453881	1 ea	$20.89	$20.89	NO BID			
55	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)	Georgia Pacific	1	$15.24	$15.240	Sysco-5854336	1 ea	25.24	$25.24	NO BID			
56	Dispensers - Liquid Hand Soap (Bulk Soap)	Spartan	1	$16.98	$16.980	NO BID				NO BID			
57	Dispensers -Paper Towels Multi Folds Universal (Metal)	Georgia Pacific	1	$24.39	$24.390	NO BID				NO BID			
58	Dispensers -Paper Towels Multi Folds Universal (Plastic)	Kimberly Clarke	1	$30.00	$30.000	Tork-8010377	1 ea.	$11.54	$11.54	NO BID			
59	Dust Cloths (Disposable) Yw	Georgia Pacific	200	$54.70	$0.027	NO BID				NO BID			
60	Dust Cloths- Non Disposable	M&D	12	$19.00	$1.580	NO BID				NO BID			
61	Dust Mop 24" x 3- Disposable	NO BID				Sysco-6052211	1 set	$29.85	$29.85	NO BID			
62	Dust Mop 24" x 5- Non Disposable	Rubbermaid	1	$12.22	$12.220	NO BID				NO BID			
63	Dust Mop 24"x 3 Non Disposable	NO BID				NO BID				NO BID			
64	Dust Mop 24"x 5 Disposable	Wilen	1	$5.06	$5.060	NO BID				NO BID			
65	Dust Mop Frames 24" x 5	Wilen	1	$2.03	$2.030	NO BID				NO BID			
66	Dust Mop Handles- Swivel Snap On	Wilen	1	$4.97	$4.970	NO BID				NO BID			
67	Dust Mop Treatment (Aerosol) equal or better	Spartan	12-16 oz	$32.32	$2.690	NO BID				NO BID			
68	Dust Mop Treatment RTU	Spartan	12-32 oz	$19.67	$1.640	NO BID				NO BID			
69	Dust Pan Metal- Lobby or equal	Continental	1	$24.38	$24.380	Con Mfg.-5653860	1/16"	$10.09	$10.09	NO BID			
70	Dust Pan Plastic- Lobby or equal	Rubbermaid	1	$10.79	$10.790	Sysco-7378989	1 ea	$11.95	$11.95	NO BID			
71	Enzyme Deodorizers- per Gallon - Liquid	Spartan	4 gals	$30.33	$7.580	NO BID				NO BID			
72	Facial Tissue (Georgia Pacific)equal or better	Georgia Pacific	30-100	$16.23	$0.540	Georgia Pacifc-8066090	36/9 ct	$54.65	$1.52	NO BID			
73	Feather Duster Extensions 12 Ft.	Unger	13 ft	$36.44	$36.440	NO BID				NO BID			
74	Feather Duster Extensions 8 Ft.	Unger	8 ft	$27.21	$27.210	NO BID				NO BID			
75	Feather Dusters 21 Inch Ostrich or Equal	Lambkin	1	$5.13	$5.130	NO BID				NO BID			
76	Feather Dusters 26 Inch Ostrich or Equal	Lambkin	1	$7.80	$7.800	NO BID				NO BID			
77	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal	Reynolds	18+2000'	$16.13	$16.130	Sysco-7435266	1/18"	$17.96	$17.96	NO BID			
78	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal	Reynolds	18+3000'	$26.21	$26.210	Sysco-7435290	1/18"	$27.79	$27.79	NO BID			
79	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal	Karcher	1	$10.50	$10.500	NO BID				NO BID			
80	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal	Karcher	1	$25.00	$25.000	NO BID				NO BID			
81	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal	Diversey	1	$19.90	$19.900	NO BID				NO BID			
82	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal	Diversey	4 gals	$19.04	$4.760	NO BID				NO BID			
83	Floor finish/wax -Diversey Ventra 5 gallon box (Vectra5) or equal	Diversey	5 gal	$58.65	$58.650	NO BID				NO BID			
84	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal	Reynolds	18'x500'	$30.50	$30.500	SysRel-8458226	4/1gal	$16.83	$4.21	NO BID			
85	Foil Wrap- Potato (Reynolds) or equal	Reynolds	6-500	$47.70	$0.0159	Duro-6727242	6/500ct	$39.15	$6.53	NO BID			
86	Furniture Polish- Aerosol	Spartan	12-18 oz	$27.23	$2.270	Sysco-4176459	6/18oz	$26.74	$4.46	NO BID			
87	Glass Cleaner- Liquid Concentrate (spartan) or equal	Spartan	4 gals	$29.08	$7.270	Sys Rel-8458226	4/1gal	$16.83	$4.21	NO BID			
88	Glass Cleaner RTU- 32 oz.(Spartan) or equal	Spartan	12-32 oz	$18.47	$1.540	Keystone-7682790	4/32 oz	$17.55	$4.39	NO BID			
89	Gloves -Food Service - Large Clear (Brand Name)	Tidy	1,000	$17.65	$0.01765	Sys c/s-8346538	10/100 ct	$20.02	$0.02	NO BID			

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		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.			
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER	UNIT PRICE
90	Gloves- Food Service - Medium Clear (Brand Name)	Tidy	1,000	$17.65	$0.01765	Sys c/s-8348245	10/100 ct	$19.99	$0.02	NO BID			
91	Gloves -Latex - Small Disposable (Ansell or Equal)	Ansell	1,000	$40.12	$0.04012	Sys c/s-8347692	4/100ct	$34.78	$0.09	NO BID			
92	Gloves- Latex- Large Disposable	Ansell	1,000	$40.12	$0.04012	Sys c/s-8338501	4/100ct	$24.16	$0.06	NO BID			
93	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)	Ansell	12	$7.36	$0.61	NO BID				NO BID			
94	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)	Ansell	12	$7.36	$0.61	Best Value-47446848	36/pr	$87.57	$1.04	NO BID			
95	Gloves- Latex -Medium -Disposable (Ansell or Equal)	Ansell	1,000	$40.12	$0.04012	NO BID				NO BID			
96	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)	Ansell	12	$7.36	$0.610	Best Value-4744659	36/ pr	$37.57	$1.04	NO BID			
97	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal	Ansell	1,000	$59.15	$0.05915	Food Handler-8144701	4/100 ea	$43.65	$0.11	NO BID			
98	Hand Cleaner- Waterless	Gojo	6-4.5 lb	$114.66	$19.110	NO BID				NO BID			
99	Hand Towels- Standard Size	NO BID				NO BID				NO BID			
100	Hanging Toilet Bowl Blocks	Fresh Products	12	$7.54	$0.630	NO BID				NO BID			
101	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Spartan	5 gal	$72.00	$72.000	Sys Rel-8412142	1/25lb	$27.22	$1.09	NO BID			
102	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal	Rubbermaid	1	$110.90	$110.900	NO BID				NO BID			
103	Laced Dollies (different sizes and types)	NO BID				Sys CLS- 2253276 (5 in.) Sys CLS- 2253771 (8 in.) Sys CLS- 2254043 (10 in) Sys CLS- 2254464 (12 in)	1/1000 ct 1/1000 ct 1/1000 ct 1/1000 ct	$8.13 $16.96 $25.77 $31.45	see attached e d	NO BID			
104	Lice Killer Aerosol	NO BID				NO BID				NO BID			
105	Menu Tissue 12x12	Georgia Pacific	10,000	$91.53	$0.009153	Sysco-6829477	1/3000ct	$20.77	$0.0069	NO BID			
106	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	Rubbermaid	1	$51.80	$51.80	Rubbermaid-4250478	1/18 qt	$13.85	$13.85	NO BID			
107	Mop Handles Fiber Glass 54" Jr. Etc- or equal	Impact	1	$15.43	$15.43	Sysco-6760623	1/54"	$25.83	$25.83	NO BID			
108	Mop Handles Wood 54" Junior (QC54)	Unisan		$5.30	$5.30	NO BID				NO BID			
109	Mop Head Cotton- Size 16 oz	Wilen	12	$26.22	$2.19	NO BID				NO BID			
110	Mop Head Cotton- Size 24 oz.	Wilen	12	$39.00	$3.25	Sysco-4179339	1/3 ct	$14.33	$4.78	NO BID			
111	Mop Head Cotton- Size 32 oz.	Wilen	12	$51.90	$4.33	Sysco-4179347	1/3 ct	$18.85	$6.28	NO BID			
112	Mop Head Rayon- Size 16 oz.	Wilen	12	$35.85	$2.99	NO BID				NO BID			
113	Mop head Rayon- Size 24 oz.	Wilen	12	$53.85	$4.49	NO BID				NO BID			
114	Mop Head Rayon-Size 32 oz	Wilen	12	$70.20	$5.85	NO BID				NO BID			
115	Mosquito Repellent Lotion	NO BID				NO BID				NO BID			
116	Mosquito Repellent Spray	Diversey Off	12	$65.72	$5.4800	NO BID				NO BID			
117	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal	SCA	6,000	$35.24	$0.00587	Georgia Pacifc-8366405	8/350ct	$64.78	$8.10	NO BID			
118	Odor Eliminator- Non Aerosol	Spantan	12-32 oz	$19.41	$1.6200	NO BID				NO BID			
119	Paper Bags #10 Brown (Duro) or equal	Duro	500	$10.36	$0.02072	Sysco-5113428	2/500ct	$19.22	$0.01922	NO BID			
120	Paper Bags #4 Brown (Duro) or equal	Duro	500	$6.34	$0.01268	Sysco-5113394	4/500ct	$25.73	$0.012865	NO BID			
121	Paper Bags #8 Brown (Duro) or equal	Duro	500	$11.46	$0.023	Sysco-5113410	2/500ct	$18.14	$0.01814	NO BID			
122	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal	Duro	500	$29.60	$0.0592	NO BID				NO BID			
123	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	Duro	500	$8.16	$0.01632	Sysco-5113402	2/500ct	$16.02	$0.01602	NO BID			
124	Paper Cups-Portion-10oz (Solo)equal or better	NO BID				NO BID				NO BID			
125	Paper Roll Towels- Kitchen (Scott- 11s9) or equal	Georgia Pacific	30-85 (2250 sheets)	$22.00	$0.7300	Sys c/s-4661088	12/210 (2520 sheets)	$25.47	$2.12	Kruger	30 rolls	$22.60	$22.60
126	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	SCA	12-350'	$17.06	$1.420	Sysco-4661245	12/210 sheets	$30.02	$2.50	Putney	12 rolls	$17.60	$17.60
127	Paper Towels Multi Folds (Georgia Pacific)or equal	Georgia Pacific	4,000	$15.29	$0.003820	Sys/GP 3864642	16/150ct	$30.31	$1.89	Putney	4,000	$17.10	$17.10
128	Paper Towels Multi Folds White Bleached 9.25 x 9.5	Georgia Pacific	4,000	$18.35	$0.00458	FT Sames/GP	6/320 ct	$43.47	$7.25	Putney	4,000	$17.99	$17.99
129	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal	Georgia Pacific	6-800'	$52.94	$8.82	GP-9627761	6/800 ft	$59.66	$9.94	Vondrehie	10x800	$36.70	$36.70
130	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal	Gojo	2	$46.05	$23.03	NO BID				NO BID			
131	Purell Hand Sanitizer Refill-GOJ545604- or equal	Gojo	4	$60.72	$15.18	NO BID				NO BID			
132	Razors- Double Edged	NO BID				NO BID				NO BID			
133	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	Royal	12	$9.22	$1.6000	Sysco-5793963	12/8x4	$18.95	$1.57916	NO BID			

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS											
		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.			
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER	UNIT PRICE
134	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	Handi band	2,000	$43.28	$0.0216	Sysco-4022307	2000/6.547	$41.29	$0.02065	NO BID			
135	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)	Hospeco	250	$29.07	$0.1163	NO BID				Rochester	#4	$33.99	$33.99
136	Sanitary Napkins- Panty Liners	NO BID				NO BID				NO BID			
137	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal	Hospeco	250	$29.07	$0.11628	NO BID				Rochester	#4	$37.60	$37.60
138	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal	Hospeco	250	$29.07	$0.11628	NO BID				Rochester	#4	$38.60	$38.60
139	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	3m	20	$34.00	$1.700	Sysco-1376805	1/20 ct	$8.29	$0.4145	NO BID			
140	Scrubbing Cleansers- 21 oz (Comet) or equal	Colgate	24-21 oz	$22.39	$0.930	Comet-8435178	24/21 oz	$28.20	$1.18	NO BID			
141	Shaving Cream	NO BID				NO BID				NO BID			
142	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal	Spartan	4 gals	$26.68	$6.670	Ecolab-5156740	4/ 1 gal	$144.67	$36.17	NO BID			
143	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)	NO BID				NO BID				NO BID			
144	Soap- Bar -75 oz - 1,000 per case	Cashmiere	1,000	$67.55	$0.068	NO BID				NO BID			
145	Soap- Hand - Liquid- (Bag In Box)	Kim Care (antibacterial)	12-800 ml	$31.73	$2.64	Sysco-7990278	6/ 800 ml	$38.03	$6.34	NO BID			
146	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal	Spartan	12-32 oz	$29.92	$2.49	Ecolab-2977221	6/32 oz.	$39.95	$6.66	NO BID			
147	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal	Spartan	4 gals	$31.55	$7.89	NO BID				NO BID			
148	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal	Spartan	4 gals	$40.37	$10.090	NO BID				NO BID			
149	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal	Spartan	12-32 oz	$25.33	$2.11	NO BID				NO BID			
150	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal	Spartan	12-18 oz	$27.23	$2.27	NO BID				NO BID			
151	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal	Spartan	12-32 oz	$17.55	$1.46	Keyslone-7808482	6/32 oz.	$22.27	$3.71	NO BID			
152	Spray Bottles- 24 oz empty bottle (bottle24) or equal	Contico	1	$0.50	$0.50	NO BID				NO BID			
153	Spray Bottles -32 oz. empty bottle (bottleqt) or equal	Contico	1	$0.40	$0.40	NO BID				NO BID			
154	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal	Contico	1	$0.35	$0.35	NO BID				NO BID			
155	Stripping Pads 17" Black	Americo	5	$10.56	$2.11	NO BID				NO BID			
156	Stripping Pads 20" Black	Americo	5	$13.71	$2.740	NO BID				NO BID			
157	Styrofoam Bowl- 6 oz 1,000/case (equal or better)	Dart (6B12)	1,000	$24.84	$0.025	Dart-6526412	20/50 ct	$23.19	$0.02319	NO BID			
158	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Dispozo	1,000	$22.34	$0.02234	Dart-4106530	1000/12 oz.	$31.41	$0.03141	NO BID			
159	Styrofoam Cup 8 Oz. (8J8) or equal	Dart	1,000	$16.05	$0.016	Sysco-4088829	40/25 ct	$14.30	$0.0143	NO BID			
160	Styrofoam Cups 4 oz (UJ4)or equal	Dart	1,000	$14.90	$0.015	ConverMex-8717015	1000/4 oz.	$12.00	$0.012	NO BID			
161	Styrofoam Plates 6" Laminated	Dispozo	1,000	$20.45	$0.02045	Sys-c/s 5318928	8/125 ct	$22.23	$0.0223	NO BID			
162	Styrofoam Plates 6" Unlaminated	Dispozo	1,000	$20.45	$0.020	Sys Rel-8615753	8/125 ct	$14.60	$0.0146	NO BID			
163	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	Pactiv	500	$20.22	$0.040	Sys Rel-5274840	4/125 ct	$14.54	$0.02908	NO BID			
164	Styrofoam Plates 9" Laminated	Dispozo	500	$23.40	$0.047	Sys c/s-5318977	4/125 ct	$22.07	$0.04414	NO BID			
165	Styrofoam Plates 9" Unlaminated	Pactiv	500	$20.22	$0.040	Sys Rel-5274832	4/125 ct	$14.54	$0.02908	NO BID			
166	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal	Pactiv	150	$14.94	$0.100	NO BID				NO BID			
167	Toilet Brushes- (Standard Size) Plastic	Rubbermaid	1	$1.80	$1.800	NO BID				NO BID			
168	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal	Rubbermaid	1	$1.80	$1.800	NO BID				NO BID			
169	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)	Georgia Pacific	1	$50.73	$50.73	NO BID				Universal	1	$39.99	$39.99
170	Toilet Seat Covers	Hospeco	2,500	$23.73	$0.00949	Hospital Specialty-5651486	4/250 ct	$18.97	$0.01897	Rochester	500	$27.60	$27.60
171	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal	SCA	12-1000'	$25.88	$2.16	Sys c/s- 3860541	12/2000 ft	$54.12	$4.51	Atlas	12	$23.70	$23.70
172	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal	Georgia Pacific	80-550	$34.23	$0.4278	FT James-0122945	80/450 sheet	$52.20	$0.6525	Atlas	96	$39.66	$39.66
173	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal	SCA	6-2000'	$29.37	$4.900	NO BID				Atlas	6	$24.10	$24.10

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS											
		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.			
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER	UNIT PRICE
174	Toothbrush Firm- Specify Size	NO BID				NO BID				NO BID			
175	Toothbrush Medium Specify Size	NO BID				NO BID				NO BID			
176	Toothbrush Soft Specify Size	NO BID				NO BID				NO BID			
177	Toothpaste Std Size, Specify Size	NO BID				NO BID				NO BID			
178	Toothpaste Travel Size, Specify Size	NO BID				NO BID				NO BID			
179	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL	Berry Plastics	100	$19.50	$0.1950	NO BID				NO BID			
180	Trash Cans & Lids 16 Gallon	Rubbermaid	1	$40.00	$40.00	NO BID				NO BID			
181	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal	Rubbermaid	1	$29.10	$29.10	NO BID				Rubbermaid	Each	$66.10	$66.10
182	Trash Cans- 10 Gallon	Rubbermaid	1	$7.30	$7.30	NO BID				NO BID			
183	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	Rhino	250	$22.52	$0.0900	Sysco-45 gal-5871736	250 ct	$50.79	$0.20316	Central Poly	200	$17.40	$17.40
184	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal	Pitt Plastic	1000	$22.73	$0.0227	NO BID				Central Poly	1,000	$15.90	$15.90
185	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	Rhino	500	$20.45	$0.0409	Sysco-33 gal.-4046843	200 ct	$33.85	$0.17	Central Poly	500	$17.80	$17.80
186	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	Rhino	250	$15.96	$0.0638	Sysco-30 gal.-4047031	150 ct	$30.21	$0.20	Central Poly	250	$14.20	$14.20
187	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners	Rhino	1,000	$19.26	$0.0193	NO BID				Central Poly	1,000	$14.30	$14.30
188	Urinal Block w/ Screens	Fresh Products	12	$18.87	$1.5700	NO BID				NO BID			
189	Urinal Blocks (Blocks Only)	Fresh Products	12	$4.48	$0.3700	Sysco-5366885	1/12 ct	$22.86	$1.91	NO BID			
190	Urinal Deodorant Screens- Screens Only	Spartan	12	$8.74	$0.7300	NO BID				NO BID			
191	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal	Dispozo	1,000	$9.08	$0.00908	NO BID				NO BID			
192	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal	Dispozo	1,000	$9.08	$0.00908	Sys Rel-7970389	1000 ct	$11.04	$0.01	NO BID			
193	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	Dispozo	1,000	$9.08	$0.00908	I Pack-5810342	1,000 ct	$8.00	$0.0080	NO BID			
194	Utensils Forks-Clear - (1,000 Ct.)	NO BID				Sys c/s-7947327	1000 ct	$25.56	$0.0256	NO BID			
195	Utensils Spoons -Plastic (Solo) or equal	Dispozo	1,000	$9.08	$0.009	I Pack-5810359	1000 ct	$7.95	$0.00795	NO BID			
196	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal	Dispozo	1,000	$9.08	$0.009	NO BID				NO BID			
197	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal	Dispozo	1,000	$9.08	$0.009	NO BID				NO BID			
198	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	Dispozo	1,000	$9.08	$0.009	I Pack-5840359	1000 ct	$8.77	$0.00877	NO BID			
199	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Dispozo	1,000	$9.08	$0.009	I Pack-7552914	250 ea	$15.48	$0.06	NO BID			
200	Vacuum bags-Windsor s for Sensor XP12 vacuum cleaner 10 pack -(SVB) or equal	Karcher	10	$19.64	$1.960	NO BID				NO BID			
201	Wasp/ Hornet Spray	Spartan	12-17 oz	$37.12	$3.090	NO BID				NO BID			
202	Wasp/ Hornet Spray - 20 Ft Stream	Spartan	12-17 oz	$37.12	$3.090	NO BID				NO BID			
203	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal	Spartan	4 gals	$35.87	$8.970	NO BID				NO BID			
204	Weed Killer (Round up) or equal	NO BID				NO BID				NO BID			
205	Weed Killer 55 Gallon Concentrated- Specify Dilution	NO BID				NO BID				NO BID			
206	Wipers -Workhorse -Rags-(Kimberly Clark) or equal	Kimberley Clarke	912	$46.10	$0.051	NO BID				NO BID			

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS										
		GULF COAST PAPER INC.				SYSCO SAN ANTONIO,INC.				Central Poly Corp.		
		BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE	BRAND	Qty per	PRICE PER UNIT PRICE
207	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal	Kimberley Clarke	300	$44.87	$0.150	Chix-4406096	150 ea.	$36.78	$0.25	NO BID		

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: Hidalgo County- Janitorial Supplies, Industrial Chemicals & Supplies

BID OPENING DATE: SEPTEMBER 01, 2010 **EXTENDED: SEPTEMBER 08, 2010**	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2010-186-09-01-SMA	**BUYER: SANDRA MONTALVO**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM #1 SUBMITTED
1) GULF COAST PAPER CO. INC.	√	Yes
2) CENTRAL POLY CORP.	√	Yes
3) ALL AMERICAN POLY	√	no
4) INTERBORO PACKING CORP.	√	Yes
5) EARTH FRIENDLY CHEMICALS	late bid	
6) UNIPAK CORP	late bid	
7) SYSCO SAN ANOTNIO, INC.	√	Yes

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATION BIDDER'S LOG

BID OPENING: SEPTEMBER 08, 2010	**BID OPENING TIME: 9:30 A.M.**
DEPARTMENT: Hidalgo County JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES	
BID NO.: 2010-186-09-01-SMA	**BUYER: Sandra Montalvo**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1) ECOLAB INC. Attn: Sue Berschens or Isaac Gudal	EMR	Sandra Montalvo	08/18/10	370 Wabasha St. N EUC-13/Govt Sales St. Paul, MN 55102 651-293-4311Office 651-293-4184 office 651-293-2682 fax Isaac.gudal@ecolab.com
2) GULF COAST PAPER CO. Attn: Jorge A. Guerra	EMR	Sandra Montalvo	08/18/10	956)739-6846 cell (956)541-2018 fax gcpc415@aol.com
3) BORITEX INC. Attn: Jose Ramos	EMR	Sandra Montalvo	08/18/10	PO BOX 171088 Arlington, TX 76003-1088 817-467-1237 Office 817-752-0544 Fax Boritex@swbell.net
4) CENTRAL POLY CORP. Attn: Afton Dewland or Melissa Rodriguez	EMR	Sandra Montalvo	08/17/10	18 Donaldson Place Linden NJ 07036 T:908-862-7570 X317 F:908-862-9019 Afton@centralpoly.com melissa@centralpoly.com
5) INTERBORO PACKAGING CORP. Attn: Ricky Fischer	EMR	Sandra Montalvo	08/18/10	114 Bracken Road Montgomery, NY 12549 (845) 457-2700 Phone (845) 782-7804 Private Office (845) 457-1927 Fax interboro2@frontiernet.net
6) UNIPAK CORP. Attn: Brian Marcus	EMR	Sandra Montalvo	08/18/10	POB 300027 Brooklyn, NY 11230-0027 Toll Free: 888-808-5120 Fax No.: 718-677-9371 unipakcorp@aol.com
7.) EARTH FRIENDLY CHEMICALS Attn: Ann Welch	EMR	Sandra Montalvo	08/18/10	2585 Horse Pasture Road, Ste 201 Virginia Beach, VA 23453 1-757-502-8600 1-800-753-1548 1-757-802-9531 (fax) awelch@efcbcm.com
8.) ALL AMERICAN POLY Attn: Esty Engel	EMR	Sandra Montalvo	08/18/10	40 Turner Place Piscataway, NJ 08854 P. 732-752-3200 ext.1124 F. 732-752-2305 bidsaap@allampoly.com
9.) **INDUSTRIAL SOAP CO.** Attn: Linda Tebbe	EMR	Sandra Montalvo	08/18/10	722 S. Vandeventer Ave. St. Louis, MO 63110 314-241-6363 314-533-5556-fax ltebbe@industrialsoap.com

10.) **POLLOCK PAPER** Attn: Eleanor Czajka	EMR	Sandra Montalvo	08/18/10	972-337-3606 972-262-4734 fax Eleanor.czajk@pollockpaper.com
11) **ALARON SUPPLY CO. INC.** Attn: Cheryl Ludwick	EMR	Sandra Montalvo	08/19/10	P.O. BOX 246 San Antonio, Tx 78291-0246 210-229-2048 phone 210-827-8864 cell 210-704-8514 fax cludwick@alaronsupply.com
12) **STAPLES** Attn: Marcelo Cortez	EMR	Sandra Montalvo	08/19/10	956-592-6542 cell Marcello.cortez@staples.com
13) **LAWSON PRODUCTS** Attn: Jose Alejo	EMR	Sandra Montalvo	08/19/10	5612 N. 40th St. McAllen, Tx 78504 956-681-6371 cell Jose.alejos@lawsonproducts.com
14) **BA ENTEPRISE** Attn: Ann King	EMR	Sandra Montalvo	08/24/10	PO Box 451652 Garland,Tx 75045 baenterprise1@yahoo.com
15) MOTION INDUSTRIES Attn: Cathy Rodriguez	EMR	Sandra Montalvo	08/24/10	488 Regal Row Ste 108 Brownsville TX 78521 ph 956-546-5191 ph 956-682-1416 fax 956-682-1488 Cathy.Rodriguez@motion-
16) **STAR POLY BAG INC.** Attn: Ruchie Epstein	EMR	Sandra Montalvo	08/24/10	94 North 13th St. Brooklyn, NY 11211 Phone: 718-384-3130 Fax: 718-384-2342 www.starpoly.com repstein@starpoly.com
17) **SYSCO SAN ANTONIO, INC.** Attn: Tex Mendez	EMR	Sandra Montalvo	08/24/10	C 956.292.8593 Mendez.Tex@satx.sysco.com
18) **JEWELTOOL AMERICA INC.** Attn:Alex Rub	EMR	Sandra Montalvo	08/25/10	718-722-0902 63 Flushing Ave. Unit 339 Brooklyn NY 11205 alex@jeweltoolamerica.com
19) **AFP INDUSTRIES, INC.** **ATTN: DON SPRAGUE or Gayle Rivera**	EMR	Sandra Montalvo	08/25/10	PO BOX 43-0747 South Miami, Fl 33243-0747 PH# 800-962-4041 FX# 305-665-1800 305-665-1800 Fax EMAIL: afpind@aol.com www.afpschoolsupply.com

Revised 08/31/10

***VIA:**

IN PERSON (IP)

E-MAIL REQUEST (EMR)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

REQUIREMENTS AGREEMENT
C-10-186A-12-07

THIS AGREEMENT (the "Agreement") is entered into effective as of the 7th day of December, 2010 by and between Sysco San Antonio Corporation ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Janitorial Supplies, Industrial Chemicals & Supplies" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on December 7, 2010 and expire on December 6, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Seller:	Sysco San Antonio Corporation P.O. Box 18364 San Antonio, Texas 78218

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Sysco San Antonio Corporation
By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2010

(Company's Name, Address, City & State)

Re: **HIDALGO COUNTY (All Funding Sources, Programs & Entities)**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
Bid No: 2010-186-09-01-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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
ALL FUNDING SOURCES, PROGRAMS & ENTITIES)
Bid No: 2010-186-09-01-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 __9__ pages.**

4. **Exhibit "B" Bid Page, consisting of__6__ 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, consists 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 Requirements Agreement, consisting of __7__ 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, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 18, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID No. 2010-186-09-01-SMA

Bid No: 2010-186-09-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID OPENING DATE: <u>September 01, 2010</u>

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (All Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-186-09-01-SMA- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (All Funding Sources, Programs & Entities) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 01, 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 "REQUEST FOR BIDS-2010-186-09-01-SMA-"HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o 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-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** 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
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT (if applicable):~~**

- ~~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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2010-186-09-01-SMA

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, September 01, 2010.** **ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:
These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:
Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY

This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size (Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid (Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms – (Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank (Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal
88.	Glass Cleaner RTU- 32 oz. (Spartan) or equal
89.	Gloves -Food Service - Large Clear (Brand Name)
90.	Gloves- Food Service - Medium Clear (Brand Name)
91.	Gloves -Latex - Small Disposable (Ansell or Equal)
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal
103.	Laced Dollies (different sizes and types)
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro) or equal
120.	Paper Bags #4 Brown (Duro) or equal
121.	Paper Bags #8 Brown (Duro) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal
123.	Paper Bags-6lb Brown 6BG (Duro) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal
127.	Paper Towels Multi Folds (Georgia Pacific) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal
134.	Saddle Bag (SB8.5 CLR 6.5 x 7) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer- (TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (8J8) or equal
160.	Styrofoam Cups 4 oz (UJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal
167.	Toilet Brushes- (Standard Size) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal
173.	Toilet Tissue (6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners– Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only)
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)
194.	Utensils Forks-Clear - (1,000 Ct.)
195.	Utensils Spoons -Plastic (Solo) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal
204.	Weed Killer (Round up) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags- (Kimberly Clark) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal

INSURANCE:

Insurance requirements for this project to be maintained through out the contract term **(REFER TO LIMITS ON THE EXHIBIT "C" FOR LIMITS)**.

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year 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 end of the contract term for unforeseen delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (C) terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

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

9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

ESCALATION CLAUSE:

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 adjust

ment 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.

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 also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, AUGUST 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 27, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "B"

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal			
2.	3M griddle screens 10 per pack (200) or equal			
3.	Air Freshener- Aerosol Asst Scents			
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz			
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal			
6.	Ant &Roach Spray odorless			
7.	Ant &Roach Spray odorless to contain deltametrin			
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal			
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal			
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal			
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal			
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal			
13.	Bio-Hazard Bag Red 40 x 48 3 mil			
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital			
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal			
16.	Body Shampoo- per Gallon			
17.	Body Towels Standard Size			
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered			
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered			
20.	Bowl Mops (Rayon) or equal			
21.	Brooms –(Plastic Angel) or equal			
22.	Brooms- Janitorial Straw			
23.	Brooms -Maids - Straw (Waco) or equal			
24.	Buffing Pads 17" White			
25.	Buffing Pads 20" White			
26.	Butcher Paper 24"			
27.	Carpet Shampoo- Liquid Ammonia Free			
28.	Carpet Powder & Deodorizer			
29.	Carpet Shampoo Liquid			
30.	Carpet Spot Remover 32 oz.			
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal			
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal			
33.	Cleaner- Oven 24oz foam cleaner			
34.	Cleaner -Stainless Steel- water less based			
35.	Continental 18" rubber floor squeegees (1800) or equal			
36.	Continental 24" rubber floor squeegee (2400) or equal			
37.	Dart Vented Lid-12J12-or equal			
38.	Dart Vented Lid-8J8 or equal			
39.	Degreaser -55 Gallon			
40.	Deodorant-hygiene			
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal			
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal			
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			
45.	Disinfectant & Deodorizer Cleaner Aerosol			
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal			
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal			
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)			
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)			
50.	Disinfectant Deodorant Spray- Hospital			
51.	Disinfectant Foam Cleaner- Hospital			
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal			
53.	Disinfecting wipes- (Lysol)or equal			
54.	Dispenser- Air Freshener Time Mist			
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)			
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)			
59.	Dust Cloths (Disposable) Yw			
60.	Dust Cloths- Non Disposable			
61.	Dust Mop 24" x 3- Disposable			
62.	Dust Mop 24" x 5- Non Disposable			
63.	Dust Mop 24"x 3 Non Disposable			
64.	Dust Mop 24"x 5 Disposable			
65.	Dust Mop Frames 24" x 5			
66.	Dust Mop Handles- Swivel Snap On			
67.	Dust Mop Treatment (Aerosol) equal or better			
68.	Dust Mop Treatment RTU			
69.	Dust Pan Metal- Lobby or equal			
70.	Dust Pan Plastic- Lobby or equal			
71.	Enzyme Deodorizers- per Gallon - Liquid			
72.	Facial Tissue (Georgia Pacific)equal or better			
73.	Feather Duster Extensions 12 Ft.			
74.	Feather Duster Extensions 8 Ft.			
75.	Feather Dusters 21 Inch Ostrich or Equal			
76.	Feather Dusters 26 Inch Ostrich or Equal			
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal			
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal			
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal			
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal			
85.	Foil Wrap- Potato (Reynolds) or equal			
86.	Furniture Polish- Aerosol			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal			
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal			
89.	Gloves -Food Service - Large Clear (Brand Name)			
90.	Gloves- Food Service - Medium Clear (Brand Name)			
91.	Gloves -Latex - Small Disposable (Ansell or Equal)			
92.	Gloves- Latex- Large Disposable			
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)			
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)			
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)			
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)			
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal			
98.	Hand Cleaner- Waterless			
99.	Hand Towels- Standard Size			
100.	Hanging Toilet Bowl Blocks			
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)			
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal			
103.	Laced Dollies (different sizes and types)			
104.	Lice Killer Aerosol			
105.	Menu Tissue 12x12			
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal			
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal			
108.	Mop Handles Wood 54" Junior			
109.	Mop Head Cotton- Size 16 oz			
110.	Mop Head Cotton- Size 24 oz.			
111.	Mop Head Cotton- Size 32 oz.			
112.	Mop Head Rayon- Size 16 oz.			
113.	Mop head Rayon- Size 24 oz.			
114.	Mop Head Rayon-Size 32 oz			
115.	Mosquito Repellent Lotion			
116.	Mosquito Repellent Spray			
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal			
118.	Odor Eliminator- Non Aerosol			
119.	Paper Bags #10 Brown (Duro) or equal			
120.	Paper Bags #4 Brown (Duro) or equal			
121.	Paper Bags #8 Brown (Duro) or equal			
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal			
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal			
124.	Paper Cups-Portion-1Ooz (Solo)equal or better			
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal			
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal			
127.	Paper Towels Multi Folds (Georgia Pacific)or equal			
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5			
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal			
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal			
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal			
132.	Razors- Double Edged			
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal			
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)			
136.	Sanitary Napkins- Panty Liners			
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal			
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal			
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq			
140.	Scrubbing Cleansers- 21 oz (Comet) or equal			
141.	Shaving Cream			
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal			
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)			
144.	Soap- Bar -75 oz - 1,000 per case			
145.	Soap- Hand - Liquid- (Bag In Box)			
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal			
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal			
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal			
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal			
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal			
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal			
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal			
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal			
154.	Sprayer-(TRIGGER ONLY) red & white (triggt) or equal			
155.	Stripping Pads 17" Black			
156.	Stripping Pads 20" Black			
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)			
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better			
159.	Styrofoam Cup 8 Oz. (8J8) or equal			
160.	Styrofoam Cups 4 oz (UJ4)or equal			
161.	Styrofoam Plates 6" Laminated			
162.	Styrofoam Plates 6" Unlaminated			
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal			
164.	Styrofoam Plates 9" Laminated			
165.	Styrofoam Plates 9" Unlaminated			
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal			
167.	Toilet Brushes- (Standard Size) Plastic			
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal			
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)			
170.	Toilet Seat Covers			
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal			
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal			
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal			
174.	Toothbrush Firm- Specify Size			
175.	Toothbrush Medium Specify Size			
176.	Toothbrush Soft Specify Size			
177.	Toothpaste Std Size, Specify Size			
178.	Toothpaste Travel Size, Specify Size			
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal			
182.	Trash Cans- 10 Gallon			
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner			
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal			
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners			
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners			
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners			
188.	Urinal Block w/ Screens			
189.	Urinal Blocks (Blocks Only)			
190.	Urinal Deodorant Screens- Screens Only			
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal			
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)			
194.	Utensils Forks-Clear - (1,000 Ct.)			
195.	Utensils Spoons -Plastic (Solo) or equal			
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal			
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal			
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)			
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)			
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			
201.	Wasp/ Hornet Spray			
202.	Wasp/ Hornet Spray - 20 Ft Stream			
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			
204.	Weed Killer (Round up) or equal			
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal			

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "C"

Insurance Requirements

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 THER 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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

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

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:**_____ **Vendor No.:**

(THIS PAGE 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)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ 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
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

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)

DRAFT REQUIREMENTS AGREEMENT

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

REQUIREMENTS AGREEMENT
C-10-186-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____day of _____, 2010 by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to

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the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will

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execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Committment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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

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employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

DRAFT

PURCHASING DEPARTMENT
County Of Hidalgo

August 31, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-186-09-01-SMA "HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Sealed Bids for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities .

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9.*

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than August 31, 2010 at 5:00 p.m. via e-mail to sandra.montalvo@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
August 31, 2010

"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

RFB NO. 2010-186-09-01-SMA

Bid Opening Date: ~~September 01, 2010 @ 9:30 A.M.~~

NEW BID OPENING DATE: September 08, 2010 @ 9:30 A.M

PLEASE NOTE THE FOLLOWING ***CHANGES:***

1. REPLACE EXHIBIT "B"-Bid Page with *REVISED* EXHIBIT "B"-Bid Page, consisting of 6 pages.

2. BID OPENING HAS BEEN EXTENDED TO SEPTEMBER 08, 2010 @ 9:30 A.M.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, August 31, 2010 for RFB NO.: 2010-186-09-01-SMA- **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities)

_____ _____

Print VENDOR's Name Date

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

EXHIBIT "B"- REVISED

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal				
2.	3M griddle screens 10 per pack (200) or equal				
3.	Air Freshener- Aerosol Asst Scents				
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz				
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal				
6.	Ant &Roach Spray odorless				
7.	Ant &Roach Spray odorless to contain deltametrin				
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal				
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal				
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal				
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal				
13.	Bio-Hazard Bag Red 40 x 48 3 mil				
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal				
16.	Body Shampoo- per Gallon				
17.	Body Towels Standard Size				
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered				
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				
20.	Bowl Mops (Rayon) or equal				
21.	Brooms –(Plastic Angel) or equal				
22.	Brooms- Janitorial Straw				
23.	Brooms -Maids - Straw (Waco) or equal				
24.	Buffing Pads 17" White				
25.	Buffing Pads 20" White				
26.	Butcher Paper 24"				
27.	Carpet Shampoo- Liquid Ammonia Free				
28.	Carpet Powder & Deodorizer				
29.	Carpet Shampoo Liquid				
30.	Carpet Spot Remover 32 oz.				
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal				
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal				
33.	Cleaner- Oven 24oz foam cleaner				
34.	Cleaner -Stainless Steel- water less based				
35.	Continental 18" rubber floor squeegees (1800) or equal				
36.	Continental 24" rubber floor squeegee (2400) or equal				
37.	Dart Vented Lid-12J12-or equal				
38.	Dart Vented Lid-8J8 or equal				
39.	Degreaser -55 Gallon				

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
40.	Deodorant-hygiene				
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal				
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal				
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal				
44.	Dishwashing Liquid- 42 oz (Dawn) or equal				
45.	Disinfectant & Deodorizer Cleaner Aerosol				
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal				
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal				
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)				
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)				
50.	Disinfectant Deodorant Spray- Hospital				
51.	Disinfectant Foam Cleaner- Hospital				
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal				
53.	Disinfecting wipes- (Lysol)or equal				
54.	Dispenser- Air Freshener Time Mist				
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)				
56.	Dispensers - Liquid Hand Soap (Bulk Soap)				
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)				
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)				
59.	Dust Cloths (Disposable) Yw				
60.	Dust Cloths- Non Disposable				
61.	Dust Mop 24" x 3- Disposable				
62.	Dust Mop 24" x 5- Non Disposable				
63.	Dust Mop 24"x 3 Non Disposable				
64.	Dust Mop 24"x 5 Disposable				
65.	Dust Mop Frames 24" x 5				
66.	Dust Mop Handles- Swivel Snap On				
67.	Dust Mop Treatment (Aerosol) equal or better				
68.	Dust Mop Treatment RTU				
69.	Dust Pan Metal- Lobby or equal				
70.	Dust Pan Plastic- Lobby or equal				
71.	Enzyme Deodorizers- per Gallon - Liquid				
72.	Facial Tissue (Georgia Pacific)equal or better				
73.	Feather Duster Extensions 12 Ft.				
74.	Feather Duster Extensions 8 Ft.				
75.	Feather Dusters 21 Inch Ostrich or Equal				
76.	Feather Dusters 26 Inch Ostrich or Equal				
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal				
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal				
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal				
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal				
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal				
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal				
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal				
85.	Foil Wrap- Potato (Reynolds) or equal				
86.	Furniture Polish- Aerosol				
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal				
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal				
89.	Gloves -Food Service - Large Clear (Brand Name)				
90.	Gloves- Food Service - Medium Clear (Brand Name)				
91.	Gloves -Latex - Small Disposable (Ansell or Equal)				
92.	Gloves- Latex- Large Disposable				
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)				
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)				
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)				
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal				
98.	Hand Cleaner- Waterless				
99.	Hand Towels- Standard Size				
100.	Hanging Toilet Bowl Blocks				
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				
103.	Laced Dollies (different sizes and types)				
104.	Lice Killer Aerosol				
105.	Menu Tissue 12x12				
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal				
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal				
108.	Mop Handles Wood 54" Junior				
109.	Mop Head Cotton- Size 16 oz				
110.	Mop Head Cotton- Size 24 oz.				
111.	Mop Head Cotton- Size 32 oz.				
112.	Mop Head Rayon- Size 16 oz.				
113.	Mop head Rayon- Size 24 oz.				
114.	Mop Head Rayon-Size 32 oz				
115.	Mosquito Repellent Lotion				
116.	Mosquito Repellent Spray				
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal				
118.	Odor Eliminator- Non Aerosol				
119.	Paper Bags #10 Brown (Duro) or equal				
120.	Paper Bags #4 Brown (Duro) or equal				
121.	Paper Bags #8 Brown (Duro) or equal				
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal				
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal				
124.	Paper Cups-Portion-1Ooz (Solo)equal or better				
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal				
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal				
127.	Paper Towels Multi Folds (Georgia Pacific)or equal				
128.	Paper Towels Multi-Folds White Bleached 9.25 x 9.5				
129.	Paper Towels. (GEP 89460) En-motion high capacity –white 10 x 800 or equal				

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal				
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal				
132.	Razors- Double Edged				
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal				
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal				
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				
136.	Sanitary Napkins- Panty Liners				
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq				
140.	Scrubbing Cleansers- 21 oz (Comet) or equal				
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal				
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				
144.	Soap- Bar -75 oz - 1,000 per case				
145.	Soap- Hand - Liquid- (Bag In Box)				
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal				
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal				
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal				
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal				
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal				
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal				
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal				
155.	Stripping Pads 17" Black				
156.	Stripping Pads 20" Black				
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)				
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better				
159.	Styrofoam Cup 8 Oz. (8J8) or equal				
160.	Styrofoam Cups 4 oz (UJ4)or equal				
161.	Styrofoam Plates 6" Laminated				
162.	Styrofoam Plates 6" Unlaminated				
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
164.	Styrofoam Plates 9" Laminated				
165.	Styrofoam Plates 9" Unlaminated				
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				
167.	Toilet Brushes- (Standard Size) Plastic				
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				
170.	Toilet Seat Covers				
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal				
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal				
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
174.	Toothbrush Firm- Specify Size				
175.	Toothbrush Medium Specify Size				
176.	Toothbrush Soft Specify Size				
177.	Toothpaste Std Size, Specify Size				
178.	Toothpaste Travel Size, Specify Size				
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				
180.	Trash Cans & Lids 16 Gallon				
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal				
182.	Trash Cans- 10 Gallon				
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner				
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal				
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners				
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners				
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners				
188.	Urinal Block w/ Screens				
189.	Urinal Blocks (Blocks Only)				
190.	Urinal Deodorant Screens- Screens Only				
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal				
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal				
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)				
194.	Utensils Forks-Clear - (1,000 Ct.)				
195.	Utensils Spoons -Plastic (Solo) or equal				
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal				
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal				
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)				
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal				
201.	Wasp/ Hornet Spray				
202.	Wasp/ Hornet Spray - 20 Ft Stream				
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal				
204.	Weed Killer (Round up) or equal				
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution				
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal				
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal				

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "B"
BID PAGE

AWARDED ITEMS TO
SYSCO SAN ANTONIO, INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
1	3M green 6x9 scouring pads 20/box (96HP) or equal	Sysco-1376805	1/20 ct	$8.29	$0.415
2	3M griddle screens 10 per pack (200) or equal	Sysco-5793971	10/20 ct	$45.05	$0.22525
23	Brooms -Maids - Straw (Waco) or equal	**Sysco-4180642**	**6 ea**	**$17.34**	**$2.89**
37	Dart Vented Lid-12J12-or equal	Dart-4097473	10/100 ct	$10.77	$0.01
38	Dart Vented Lid-8J8 or equal	Dart-4001178	10/100 ct	$8.49	$0.01
41	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal	Pamolive 4467353	4/1 gal	$41.15	$10.29
54	Dispenser- Air Freshener Time Mist	Sysco-5453881	1 ea	$20.89	$20.89
58	Dispensers -Paper Towels Multi Folds Universal (Plastic)	Tork-8010377	1 ea.	$11.54	$11.54
61	Dust Mop 24" x 3- Disposable	Sysco-6052211	1 set	$29.85	$29.85
85	Foil Wrap- Potato (Reynolds) or equal	**Duro-6727242**	**6/500ct**	**$39.15**	**$6.53**
101	Heavy Duty Laundry Detergent (for Commercial Laundry System)	**Sys Rel-8412142**	**1/25lb**	**$27.22**	**$1.09**
103	Laced Dollies (different sizes and types)	**Sys c/s-5" 2253276**	**1/1000 ct**	**$8.13**	**see attached**
105	Menu Tissue 12x12	**Sysco-6829477**	**1/3000ct**	**$20.77**	**$0.0069**
119	Paper Bags #10 Brown (Duro) or equal	**Sysco-5113428**	**2/500ct**	**$19.22**	**$0.01922**
120	Paper Bags #4 Brown (Duro) or equal	**Sysco-5113394**	**4/500ct**	**$25.73**	**$0.012865**
121	Paper Bags #8 Brown (Duro) or equal	**Sysco-5113410**	**2/500ct**	**$18.14**	**$0.01814**
123	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	**Sysco-5113402**	**2/500ct**	**$16.02**	**$0.01602**
133	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	**Sysco-5793963**	**12/8x4**	**$18.95**	**$1.57916**
134	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	**Sysco-4022307**	**2000/6.547**	**$41.29**	**$0.02065**
139	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	**Sysco-1376805**	**1/20 ct**	**$8.29**	**$0.4145**

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
157	Styrofoam Bowl- 6 oz 1,000/case (equal or better)	**Dart-6526412**	**20/50 ct**	**$23.19**	**$0.02319**
159	Styrofoam Cup 8 Oz. (8J8) or equal	**Sysco-4088829**	**40/25 ct**	**$14.30**	**$0.0143**
160	Styrofoam Cups 4 oz (UJ4)or equal	**ConverMex-8717015**	**1000/4 oz.**	**$12.00**	**$0.012**
162	Styrofoam Plates 6" Unlaminated	**Sys Rel-8615753**	**8/125 ct**	**$14.60**	**$0.0146**
163	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	**Sys Rel-5274840**	**4/125 ct**	**$14.54**	**$0.02908**
164	Styrofoam Plates 9" Laminated	**Sys c/s-5318977**	**4/125 ct**	**$22.07**	**$0.04414**
165	Styrofoam Plates 9" Unlaminated	**Sys Rel-5274832**	**4/125 ct**	**$14.54**	**$0.02908**
193	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	**I Pack-5810342**	**1,000 ct**	**$8.00**	**$0.0080**
194	Utensils Forks-Clear - (1,000 Ct.)	**Sys c/s-7947327**	**1000 ct**	**$25.56**	**$0.0256**
195	Utensils Spoons -Plastic (Solo) or equal	**I Pack-5810359**	**1000 ct**	**$7.95**	**$0.00795**
198	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	**I Pack-5840359**	**1000 ct**	**$8.77**	**$0.00877**

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: **Sysco San Antonio**, Inc.

ADDRESS: P.O. Box 18364

CITY/STATE/ZIP CODE: San Antonio, Tx 78154

PHONE NUMBER/: 210-444-3417

CELLULAR NUMBER: —

FAX NUMBER: 210-444-3420

AUTHORIZED SIGNATURE: Rebecca Dresch

EMAIL ADDRESS: dresch.rebecca@saty.sysco.com

PRINTED NAME: Rebecca Dresch

TITLE: Merchandising Bio Manager

DATE: 9-2-10

EXHIBIT "B"

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	Sysco #	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal	1376805	Sysco	1/20 ct	8.29
2.	3M griddle screens 10 per pack (200) or equal	5793971	Sysco	10/20 ct	45.05
3.	Air Freshener- Aerosol Asst Scents	3530797	Sysco	1/6 pk	36.07
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz	5453881	Sysco	1/each	20.89 ea
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal	6707012	Con MFG	5/20 in	28.57
6.	Ant &Roach Spray odorless	4440343	Sysco	6/15 oz	41.57
7.	Ant &Roach Spray odorless to contain deltamethrin				NO BID
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				NO BID
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal	5161591	Hanyard	2000/EA	29.10
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal	0770701	E Tray	250/EA	24.12
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal	7349095	Handgard	500/7x8	31.27
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal	7591886	Reynolds	200/1 roll	42.19
13.	Bio-Hazard Bag Red 40 x 48 3 mil				NO BID
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				NO BID
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal	4366348	Sys Rel	6/96 oz	10.56
16.	Body Shampoo- per Gallon				NO BID
17.	Body Towels Standard Size				NO BID
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered	763743O	Keystone	6/32 oz	26.54
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				NO BID
20.	Bowl Mops (Rayon) or equal				NO BID
21.	Brooms –(Plastic Angel) or equal	1341197	Sysco	1/54 in	13.50
22.	Brooms- Janitorial Straw	4194908	Sysco	6/32 Lb	38.49
23.	Brooms -Maids - Straw (Waco) or equal	4180642	Sysco	6/ea	17.34
24.	Buffing Pads 17" White				NO BID
25.	Buffing Pads 20" White				NO BID
26.	Butcher Paper 24"	4047155	Duro	1/24 in	30.59 Per
27.	Carpet Shampoo- Liquid Ammonia Free				NO BID
28.	Carpet Powder & Deodorizer				NO BID
29.	Carpet Shampoo Liquid				NO BID
30.	Carpet Spot Remover 32 oz.				NO BID
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal				NO BID
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal				NO BID
33.	Cleaner- Oven 24oz foam cleaner	4127627	Easy off	6/24 oz	27.79
34.	Cleaner -Stainless Steel- water less based	8509370	Keystone	6/17 oz	24.46
35.	Continental 18" rubber floor squeegees (1800) or equal				NO BID
36.	Continental 24" rubber floor squeegee (2400) or equal				NO BID
37.	Dart Vented Lid-12J12-or equal	4097473	Dart	10/100 ct	10.77
38.	Dart Vented Lid-8J8 or equal	4001178	Dart	10/100 ct	8.49
39.	Degreaser -55 Gallon				NO BID
40.	Deodorant-hygiene				NO BID
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal	4467353	Palmolive	4/1 gal	41.15

OPENED
9:55 am
9-22-10
Witness

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S) Sysco#		BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal				NO BID
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal	6483853	DAWN	8/38oz	30.66
44.	Dishwashing Liquid- 42 oz (Dawn) or equal				NO BID
45.	Disinfectant & Deodorizer Cleaner Aerosol	7681797	Keystone	4/1gal	24.70
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal				NO BID
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal				NO BID
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)	7637352	Keystone	6/32oz	50.78
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)	4308417	Sysco	6/15oz	27.40
50.	Disinfectant Deodorant Spray- Hospital				NO BID
51.	Disinfectant Foam Cleaner- Hospital	.85 77217	Keystone	6/19oz	27.74
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal				NO BID
53.	Disinfecting wipes- (Lysol)or equal				NO BID
54.	Dispenser- Air Freshener Time Mist	5453881	Sysco	1/each	20.89
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)	5854336	sysco	1/each	25.24
56.	Dispensers - Liquid Hand Soap (Bulk Soap)				NO BID
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)				NO BID
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)	8010377	TURK	1/ea	11.54
59.	Dust Cloths (Disposable) Yw				NO BID
60.	Dust Cloths- Non Disposable				NO BID
61.	Dust Mop 24" x 3- Disposable	6052211	Sysco	1/set	29.85
62.	Dust Mop 24" x 5- Non Disposable				NO BID
63.	Dust Mop 24"x 3 Non Disposable				NO BID
64.	Dust Mop 24"x 5 Disposable				NO BID
65.	Dust Mop Frames 24" x 5				NO BID
66.	Dust Mop Handles- Swivel Snap On				NO BID
67.	Dust Mop Treatment (Aerosol) equal or better				NO BID
68.	Dust Mop Treatment RTU				NO BID
69.	Dust Pan Metal- Lobby or equal	5653860	Con Mfg	1/16"	10.09
70.	Dust Pan Plastic- Lobby or equal	7378989	Sysco	1/ea	11.95
71.	Enzyme Deodorizers- per Gallon - Liquid				NO BID
72.	Facial Tissue (Georgia Pacific)equal or better	8066090	Georgia Pacific	36/96ct	54.65
73.	Feather Duster Extensions 12 Ft.				NO BID
74.	Feather Duster Extensions 8 Ft.				NO BID
75.	Feather Dusters 21 Inch Ostrich or Equal				NO BID
76.	Feather Dusters 26 Inch Ostrich or Equal				NO BID
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal	7435266	Sysco	1/18"	17.96
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal	7435290	Sysco	1/18"	27.79
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal				NO BID
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal				NO BID
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal				NO BID
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal				NO BID
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal				NO BID
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal	6937767	Sysco	1/18"	31.58
85.	Foil Wrap- Potato (Reynolds) or equal	6727242	Durable	6/500ct	39.15
86.	Furniture Polish- Aerosol	4176459	Sysco	6/18oz	26.74

OPENED 9:55am 9-22-10 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	Sysco #	BRAND	Qty per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal	8458226	Sys Rel	4/1gal	16.83
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal	7682790	Keystone	4/32oz	17.55
89.	Gloves -Food Service - Large Clear (Brand Name)	8346538	Sys Cls	10/100ct	20.02
90.	Gloves- Food Service - Medium Clear (Brand Name)	8348245	Sys Cls	10/100ct	19.99
91.	Gloves -Latex - Small Disposable (Ansell or Equal)	8347692	Sys Cls	4/100 ct	34.78
92.	Gloves- Latex- Large Disposable	8338501	Sys Cls	4/100 ct	29.16
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				NO BID
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)	4744618	Best Value	36/pr	37.57
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)				NO BID
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)	4744659	Best Value	36/pr	37.57
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal	8144701	Food Handler	4/100ct	43.65
98.	Hand Cleaner- Waterless				NO BID
99.	Hand Towels- Standard Size				NO BID
100.	Hanging Toilet Bowl Blocks				NO BID
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)	8412142	Sys Rel	1/25lb	27.22
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				NO BID
103.	Laced Dollies (different sizes and types) 5inch	2253276	Sys Cls	1/1000ct	8.13 See Attach
104.	Lice Killer Aerosol				NO BID
105.	Menu Tissue 12x12	6829477	Sysco	1/3000ct	20.77
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	4250478	Rubbermaid	1/18qt	13.85
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal	6760623	Sysco	1/54"	25.83
108.	Mop Handles Wood 54" Junior				NO BID
109.	Mop Head Cotton- Size 16 oz				NO BID
110.	Mop Head Cotton- Size 24 oz.	4179339	Sysco	1/3ct	14.33
111.	Mop Head Cotton- Size 32 oz.	4179347	Sysco	1/3ct	18.85
112.	Mop Head Rayon- Size 16 oz.				NO BID
113.	Mop head Rayon- Size 24 oz.				NO BID
114.	Mop Head Rayon-Size 32 oz				NO BID
115.	Mosquito Repellent Lotion				NO BID
116.	Mosquito Repellent Spray				NO BID
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal	8366405	Georgia Pacific	8/350ct	64.78
118.	Odor Eliminator- Non Aerosol				NO BID
119.	Paper Bags #10 Brown (Duro) or equal	5113428	Sysco	2/500ct	19.22
120.	Paper Bags #4 Brown (Duro) or equal	5113394	Sysco	4/500 ct	25.73
121.	Paper Bags #8 Brown (Duro) or equal	5113410	Sysco	2/500ct	18.14
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal				NO BID
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	5113402	Sysco	2/500ct	16.02
124.	Paper Cups-Portion-1Ooz (Solo)equal or better				NO BID
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal	4661088	Sys Cls	12/210sheet	25.47
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	4661245	Sysco	12/210sheet	30.02
127.	Paper Towels Multi Folds (Georgia Pacific)or equal	3864642	Sys Imp	16/150ct	30.31
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5	5779079	Ft James	6/320ct	43.47
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal	9627761	Georgia Pacific	6/800ft	59.66
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal				NO BID
131.	Purell Hand Sanitizer Refill-GOJ515604- or equal				NO BID
132.	Razors- Double Edged				NO BID
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	5793963	Sysco	12/8x4in	18.95

OPENED 9:55am 9-22-10 Witness

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	Sysco #	BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	4022307	Sysco	2000/6.5x7	41.29
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				NO BID
136.	Sanitary Napkins- Panty Liners				NO BID
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				NO BID
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				NO BID
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	1376805	Sysco	1/20 ct	8.29
140.	Scrubbing Cleansers- 21 oz (Comet) or equal	8435178	Comet	24/21oz	28.20
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal	5156740	Eco Lab	4/1gal	144.67
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				NO BID
144.	Soap- Bar -75 oz - 1.000 per case				NO BID
145.	Soap- Hand - Liquid- (Bag In Box)	7990278	Sysco	6/800mL	38.03
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal	2977221	Eco Lab	6/32oz	39.95
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal				NO BID
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal				NO BID
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				NO BID
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal				NO BID
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal	1808482	Keystone	6/32oz	22.27
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				NO BID
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal				NO BID
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal				NO BID
155.	Stripping Pads 17" Black				NO BID
156.	Stripping Pads 20" Black				NO BID
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)	6526412	DART	20/50 ct	23.19
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	4106530	DART	1000/12oz	31.41
159.	Styrofoam Cup 8 Oz. (8J8) or equal	4088829	Sysco	40/25ct	14.30
160.	Styrofoam Cups 4 oz (UJ4)or equal	8717015	Conaform x	1000/4oz	12.00
161.	Styrofoam Plates 6" Laminated	5318928	Sys Cls	8/125ct	22.23
162.	Styrofoam Plates 6" Unlaminated	8615753	Sys Rel	8/125ct	14.60
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	5274840	Sys Rel	4/125ct	14.54
164.	Styrofoam Plates 9" Laminated	5318977	Sys Cls	4/125ct	22.07
165.	Styrofoam Plates 9" Unlaminated	5274832	Sys Rel	4/125ct	14.54
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				NO BID
167.	Toilet Brushes- (Standard Size) Plastic				NO BID
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				NO BID
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				NO BID
170.	Toilet Seat Covers	5651486	Hospital Specialty Co	4/250 ct	18.97
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal	3860541	Sys Cls	12/2000Ft	54.12
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal	0122945	Ft James	80/450 shts	52.20
173.	Toilet Tissuet 6/ Jumbo 2000 ft) (Georgia Pacific)or equal				NO BID
174.	Toothbrush Firm- Specify Size				NO BID
175.	Toothbrush Medium Specify Size				NO BID
176.	Toothbrush Soft Specify Size				NO BID
177.	Toothpaste Std Size. Specify Size				NO BID
178.	Toothpaste Travel Size, Specify Size				NO BID
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				NO BID

OPENED 9:55 am 9-22-10 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S) Sysco #	BRAND		Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon				no Bid
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal				no Bid
182.	Trash Cans- 10 Gallon				no Bid
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	5871736	Sysco-45gal	250 ct	50.79
184.	Trash liners– Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal				no Bid
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	4046843	Sysco-30gal	200 ct	33.85
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	4047031	Sysco-33gal	150 ct	30.21
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners				no Bid
188.	Urinal Block w/ Screens				no Bid
189.	Urinal Blocks (Blocks Only)	5366885	Sysco		22.86
190.	Urinal Deodorant Screens- Screens Only				no Bid
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal				no Bid
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal	7970389	SysRef	1000 ct.	11.04
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	5810342	Ipack	1000 ct.	8.00
194.	Utensils Forks-Clear - (1,000 Ct.)	7947327	SysCls	1000 ct.	25.56
195.	Utensils Spoons -Plastic (Solo) or equal	5810359	Ipack	1000 ct.	7.95
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal				no Bid
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal				no Bid
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	5810359	Ipack	1000 ct.	8.77
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	7552914	Ipack	250 ea	15.48
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal				no Bid
201.	Wasp/ Hornet Spray				no Bid
202.	Wasp/ Hornet Spray - 20 Ft Stream				no Bid
203.	Wax Stripper Floor Finish Liquid- High Speed (Vectra) (Johnson & Johnson) or equal				no Bid
204.	Weed Killer (Round up) or equal				no Bid
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution				no Bid
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal				no Bid
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal	4406096	Chix	150 ea.	36.78

OPENED 9:55am 9-22-10 Witnessed

Hidalgo Janitorial -additional

line# 103. Laced Dollies (different sizes and types)	Supc	Brand	Qty per Case	Unit Price
Doily Lace Rnd Wht 8 in	2253771	SYS CLS	1/1000 CT	16.96
Doily Lace Rnd Wht 10 in	2254043	SYS CLS	1/1000 CT	25.77
Doily Lace Rnd Wht 12 in	2254464	SYS CLS	1/1000 CT	31.45

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2010

PRODUCER
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002
Attn: Ayesha Mack (713)276-8492

014859-Prim-Cas-10-11

THIS CERTIFICATION 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
Sysco Corporation
its affiliates and subsidiaries
1390 Enclave Parkway
Houston, TX 77077

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	02563
INSURER B: N/A	N/A
INSURER C: American Zurich Insurance Company	02743
INSURER D: Steadfast Insurance Company	26387
INSURER E:	

COVERAGES 2

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	GLO 2347203 01	06/30/2010	06/30/2011	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurrence)	$ 2,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 2,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 4,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 4,000,000
A		AUTOMOBILE LIABILITY	BAP 2347204 01	06/30/2010	06/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2347199 01 AOS	06/30/2010	06/30/2011	X WC STATU-TORY LIMITS / OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N	WC 2347200 01 ID	06/30/2010	06/30/2011	E.L. EACH ACCIDENT	$ 1,000,000
A		OFFICER/MEMBER EXCLUDED? N	WC 2347201 01 WI	06/30/2010	06/30/2011	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EWS 2347202 01 OH & WA	06/30/2010	06/30/2011	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER Texas Employers Indemnity SIR $2,000,000	EWT2347222-00	06/30/2010	06/30/2011	General Aggregate	10,000,000
						Combined Single Limit Per Occurrence	5,000,000

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

CERTIFICATE HOLDER HOU-001420612-05

Sysco Corporation
its affiliates and subsidiaries
1390 Enclave Parkway
Houston , TX 77077-2099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Ryan W. Medlin

ACORD 25 (2009/01)

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IMPORTANT

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

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

DISCLAIMER

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

REQUIREMENTS AGREEMENT
C-10-186B-12-07

THIS AGREEMENT (the "Agreement") is entered into effective as of the 7th day of December, 2010 by and between Central Poly Corporation ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on December 7, 2010 and expire on December 6, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: Central Poly Corporation
18 Donaldson Place
Linden, NJ 07036

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Central Poly Corporation
By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2010

(Company's Name, Address, City & State)

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs & Entities)**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
Bid No: 2010-186-09-01-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

Bid No: 2010-186-09-01-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 __9__ pages.**

4. **Exhibit "B" Bid Page, consisting of__6__ 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, consists 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 Requirements Agreement, consisting of __7__ 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, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 18, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID No. 2010-186-09-01-SMA

Bid No: 2010-186-09-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID OPENING DATE: September 01, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs and Entities)** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-186-09-01-SMA- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, September 01, 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 "REQUEST FOR BIDS-2010-186-09-01-SMA-"HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o 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-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** 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
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT (if applicable):~~**

- ~~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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2010-186-09-01-SMA

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, September 01, 2010. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:
These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:
Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY

This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size (Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid (Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms – (Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank (Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal
88.	Glass Cleaner RTU- 32 oz. (Spartan) or equal
89.	Gloves -Food Service - Large Clear (Brand Name)
90.	Gloves- Food Service - Medium Clear (Brand Name)
91.	Gloves -Latex - Small Disposable (Ansell or Equal)
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal
103.	Laced Dollies (different sizes and types)
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro) or equal
120.	Paper Bags #4 Brown (Duro) or equal
121.	Paper Bags #8 Brown (Duro) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal
123.	Paper Bags-6lb Brown 6BG (Duro) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal
127.	Paper Towels Multi Folds (Georgia Pacific) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal
134.	Saddle Bag (SB8.5 CLR 6.5 x 7) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer- (TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (8J8) or equal
160.	Styrofoam Cups 4 oz (UJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal
167.	Toilet Brushes- (Standard Size) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal
173.	Toilet Tissue (6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only)
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)
194.	Utensils Forks-Clear - (1,000 Ct.)
195.	Utensils Spoons -Plastic (Solo) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal
204.	Weed Killer (Round up) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags- (Kimberly Clark) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal

INSURANCE:

Insurance requirements for this project to be maintained through out the contract term (**REFER TO LIMITS ON THE EXHIBIT "C" FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year 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 end of the contract term for unforeseen delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (C) terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

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

9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

ESCALATION CLAUSE:

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 adjust

ment 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.

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 also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, AUGUST 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 27, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "B"

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal			
2.	3M griddle screens 10 per pack (200) or equal			
3.	Air Freshener- Aerosol Asst Scents			
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz			
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal			
6.	Ant &Roach Spray odorless			
7.	Ant &Roach Spray odorless to contain deltametrin			
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal			
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal			
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal			
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal			
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal			
13.	Bio-Hazard Bag Red 40 x 48 3 mil			
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital			
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal			
16.	Body Shampoo- per Gallon			
17.	Body Towels Standard Size			
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered			
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered			
20.	Bowl Mops (Rayon) or equal			
21.	Brooms –(Plastic Angel) or equal			
22.	Brooms- Janitorial Straw			
23.	Brooms -Maids - Straw (Waco) or equal			
24.	Buffing Pads 17" White			
25.	Buffing Pads 20" White			
26.	Butcher Paper 24"			
27.	Carpet Shampoo- Liquid Ammonia Free			
28.	Carpet Powder & Deodorizer			
29.	Carpet Shampoo Liquid			
30.	Carpet Spot Remover 32 oz.			
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal			
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal			
33.	Cleaner- Oven 24oz foam cleaner			
34.	Cleaner -Stainless Steel- water less based			
35.	Continental 18" rubber floor squeegees (1800) or equal			
36.	Continental 24" rubber floor squeegee (2400) or equal			
37.	Dart Vented Lid-12J12-or equal			
38.	Dart Vented Lid-8J8 or equal			
39.	Degreaser -55 Gallon			
40.	Deodorant-hygiene			
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal			
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal			
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			
45.	Disinfectant & Deodorizer Cleaner Aerosol			
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal			
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal			
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)			
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)			
50.	Disinfectant Deodorant Spray- Hospital			
51.	Disinfectant Foam Cleaner- Hospital			
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal			
53.	Disinfecting wipes- (Lysol)or equal			
54.	Dispenser- Air Freshener Time Mist			
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)			
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)			
59.	Dust Cloths (Disposable) Yw			
60.	Dust Cloths- Non Disposable			
61.	Dust Mop 24" x 3- Disposable			
62.	Dust Mop 24" x 5- Non Disposable			
63.	Dust Mop 24"x 3 Non Disposable			
64.	Dust Mop 24"x 5 Disposable			
65.	Dust Mop Frames 24" x 5			
66.	Dust Mop Handles- Swivel Snap On			
67.	Dust Mop Treatment (Aerosol) equal or better			
68.	Dust Mop Treatment RTU			
69.	Dust Pan Metal- Lobby or equal			
70.	Dust Pan Plastic- Lobby or equal			
71.	Enzyme Deodorizers- per Gallon - Liquid			
72.	Facial Tissue (Georgia Pacific)equal or better			
73.	Feather Duster Extensions 12 Ft.			
74.	Feather Duster Extensions 8 Ft.			
75.	Feather Dusters 21 Inch Ostrich or Equal			
76.	Feather Dusters 26 Inch Ostrich or Equal			
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal			
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal			
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal			
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal			
85.	Foil Wrap- Potato (Reynolds) or equal			
86.	Furniture Polish- Aerosol			

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal			
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal			
89.	Gloves -Food Service - Large Clear (Brand Name)			
90.	Gloves- Food Service - Medium Clear (Brand Name)			
91.	Gloves -Latex - Small Disposable (Ansell or Equal)			
92.	Gloves- Latex- Large Disposable			
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)			
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)			
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)			
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)			
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal			
98.	Hand Cleaner- Waterless			
99.	Hand Towels- Standard Size			
100.	Hanging Toilet Bowl Blocks			
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)			
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal			
103.	Laced Dollies (different sizes and types)			
104.	Lice Killer Aerosol			
105.	Menu Tissue 12x12			
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal			
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal			
108.	Mop Handles Wood 54" Junior			
109.	Mop Head Cotton- Size 16 oz			
110.	Mop Head Cotton- Size 24 oz.			
111.	Mop Head Cotton- Size 32 oz.			
112.	Mop Head Rayon- Size 16 oz.			
113.	Mop head Rayon- Size 24 oz.			
114.	Mop Head Rayon-Size 32 oz			
115.	Mosquito Repellent Lotion			
116.	Mosquito Repellent Spray			
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal			
118.	Odor Eliminator- Non Aerosol			
119.	Paper Bags #10 Brown (Duro) or equal			
120.	Paper Bags #4 Brown (Duro) or equal			
121.	Paper Bags #8 Brown (Duro) or equal			
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal			
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal			
124.	Paper Cups-Portion-1Ooz (Solo)equal or better			
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal			
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal			
127.	Paper Towels Multi Folds (Georgia Pacific)or equal			
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5			
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal			
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal			
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal			
132.	Razors- Double Edged			
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal			
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)			
136.	Sanitary Napkins- Panty Liners			
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal			
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal			
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq			
140.	Scrubbing Cleansers- 21 oz (Comet) or equal			
141.	Shaving Cream			
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal			
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)			
144.	Soap- Bar -75 oz - 1,000 per case			
145.	Soap- Hand - Liquid- (Bag In Box)			
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal			
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal			
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal			
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal			
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal			
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal			
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal			
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal			
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal			
155.	Stripping Pads 17" Black			
156.	Stripping Pads 20" Black			
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)			
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better			
159.	Styrofoam Cup 8 Oz. (8J8) or equal			
160.	Styrofoam Cups 4 oz (UJ4)or equal			
161.	Styrofoam Plates 6" Laminated			
162.	Styrofoam Plates 6" Unlaminated			
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal			
164.	Styrofoam Plates 9" Laminated			
165.	Styrofoam Plates 9" Unlaminated			
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal			
167.	Toilet Brushes- (Standard Size) Plastic			
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal			
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)			
170.	Toilet Seat Covers			
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal			
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal			
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal			
174.	Toothbrush Firm- Specify Size			
175.	Toothbrush Medium Specify Size			
176.	Toothbrush Soft Specify Size			
177.	Toothpaste Std Size, Specify Size			
178.	Toothpaste Travel Size, Specify Size			
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal			
182.	Trash Cans- 10 Gallon			
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner			
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal			
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners			
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners			
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners			
188.	Urinal Block w/ Screens			
189.	Urinal Blocks (Blocks Only)			
190.	Urinal Deodorant Screens- Screens Only			
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal			
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)			
194.	Utensils Forks-Clear - (1,000 Ct.)			
195.	Utensils Spoons -Plastic (Solo) or equal			
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal			
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal			
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)			
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)			
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			
201.	Wasp/ Hornet Spray			
202.	Wasp/ Hornet Spray - 20 Ft Stream			
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			
204.	Weed Killer (Round up) or equal			
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal			

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "C"

Insurance Requirements

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

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

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE 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)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ 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
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

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)

DRAFT REQUIREMENTS AGREEMENT

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

REQUIREMENTS AGREEMENT
C-10-186-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____day of _____, 2010 by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to

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the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will

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execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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

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employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

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PURCHASING DEPARTMENT
County Of Hidalgo

August 31, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-186-09-01-SMA "HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with **"HIDALGO COUNTY"** Request for Sealed Bids for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities .

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9.*

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than August 31, 2010 at 5:00 p.m. via e-mail to sandra.montalvo@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
August 31, 2010

"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

RFB NO. 2010-186-09-01-SMA

Bid Opening Date: ~~September 01, 2010 @ 9:30 A.M.~~

NEW BID OPENING DATE: September 08, 2010 @ 9:30 A.M

PLEASE NOTE THE FOLLOWING ***CHANGES:***

1. REPLACE EXHIBIT "B"-Bid Page with *REVISED* EXHIBIT "B"-Bid Page, consisting of 6 pages.

2. BID OPENING HAS BEEN EXTENDED TO SEPTEMBER 08, 2010 @ 9:30 A.M.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, August 31, 2010 for RFB NO.: 2010-186-09-01-SMA- **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities)

_____ _____

Print VENDOR's Name Date

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

EXHIBIT "B"- REVISED

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal				
2.	3M griddle screens 10 per pack (200) or equal				
3.	Air Freshener- Aerosol Asst Scents				
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz				
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal				
6.	Ant &Roach Spray odorless				
7.	Ant &Roach Spray odorless to contain deltametrin				
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal				
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal				
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal				
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal				
13.	Bio-Hazard Bag Red 40 x 48 3 mil				
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal				
16.	Body Shampoo- per Gallon				
17.	Body Towels Standard Size				
18.	Bowl Cleaner - Liquid(Non Acid) EPA Registered				
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				
20.	Bowl Mops (Rayon) or equal				
21.	Brooms -(Plastic Angel) or equal				
22.	Brooms- Janitorial Straw				
23.	Brooms -Maids - Straw (Waco) or equal				
24.	Buffing Pads 17" White				
25.	Buffing Pads 20" White				
26.	Butcher Paper 24"				
27.	Carpet Shampoo- Liquid Ammonia Free				
28.	Carpet Powder & Deodorizer				
29.	Carpet Shampoo Liquid				
30.	Carpet Spot Remover 32 oz.				
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal				
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal				
33.	Cleaner- Oven 24oz foam cleaner				
34.	Cleaner -Stainless Steel- water less based				
35.	Continental 18" rubber floor squeegees (1800) or equal				
36.	Continental 24" rubber floor squeegee (2400) or equal				
37.	Dart Vented Lid-12J12-or equal				
38.	Dart Vented Lid-8J8 or equal				
39.	Degreaser -55 Gallon				

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
40.	Deodorant-hygiene				
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal				
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal				
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal				
44.	Dishwashing Liquid- 42 oz (Dawn) or equal				
45.	Disinfectant & Deodorizer Cleaner Aerosol				
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal				
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal				
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)				
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)				
50.	Disinfectant Deodorant Spray- Hospital				
51.	Disinfectant Foam Cleaner- Hospital				
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal				
53.	Disinfecting wipes- (Lysol)or equal				
54.	Dispenser- Air Freshener Time Mist				
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)				
56.	Dispensers - Liquid Hand Soap (Bulk Soap)				
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)				
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)				
59.	Dust Cloths (Disposable) Yw				
60.	Dust Cloths- Non Disposable				
61.	Dust Mop 24" x 3- Disposable				
62.	Dust Mop 24" x 5- Non Disposable				
63.	Dust Mop 24"x 3 Non Disposable				
64.	Dust Mop 24"x 5 Disposable				
65.	Dust Mop Frames 24" x 5				
66.	Dust Mop Handles- Swivel Snap On				
67.	Dust Mop Treatment (Aerosol) equal or better				
68.	Dust Mop Treatment RTU				
69.	Dust Pan Metal- Lobby or equal				
70.	Dust Pan Plastic- Lobby or equal				
71.	Enzyme Deodorizers- per Gallon - Liquid				
72.	Facial Tissue (Georgia Pacific)equal or better				
73.	Feather Duster Extensions 12 Ft.				
74.	Feather Duster Extensions 8 Ft.				
75.	Feather Dusters 21 Inch Ostrich or Equal				
76.	Feather Dusters 26 Inch Ostrich or Equal				
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal				
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal				
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal				
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal				
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal				
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal				
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal				

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal				
85.	Foil Wrap- Potato (Reynolds) or equal				
86.	Furniture Polish- Aerosol				
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal				
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal				
89.	Gloves -Food Service - Large Clear (Brand Name)				
90.	Gloves- Food Service - Medium Clear (Brand Name)				
91.	Gloves -Latex - Small Disposable (Ansell or Equal)				
92.	Gloves- Latex- Large Disposable				
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)				
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)				
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)				
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal				
98.	Hand Cleaner- Waterless				
99.	Hand Towels- Standard Size				
100.	Hanging Toilet Bowl Blocks				
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				
103.	Laced Dollies (different sizes and types)				
104.	Lice Killer Aerosol				
105.	Menu Tissue 12x12				
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal				
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal				
108.	Mop Handles Wood 54" Junior				
109.	Mop Head Cotton- Size 16 oz				
110.	Mop Head Cotton- Size 24 oz.				
111.	Mop Head Cotton- Size 32 oz.				
112.	Mop Head Rayon- Size 16 oz.				
113.	Mop head Rayon- Size 24 oz.				
114.	Mop Head Rayon-Size 32 oz				
115.	Mosquito Repellent Lotion				
116.	Mosquito Repellent Spray				
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal				
118.	Odor Eliminator- Non Aerosol				
119.	Paper Bags #10 Brown (Duro) or equal				
120.	Paper Bags #4 Brown (Duro) or equal				
121.	Paper Bags #8 Brown (Duro) or equal				
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal				
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal				
124.	Paper Cups-Portion-1Ooz (Solo)equal or better				
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal				
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal				
127.	Paper Towels Multi Folds (Georgia Pacific)or equal				
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5				
129.	Paper Towels, (GEP 89460) En-motion high capacity -white 10 x 800 or equal				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal				
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal				
132.	Razors- Double Edged				
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal				
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal				
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				
136.	Sanitary Napkins- Panty Liners				
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq				
140.	Scrubbing Cleansers- 21 oz (Comet) or equal				
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal				
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				
144.	Soap- Bar -75 oz - 1,000 per case				
145.	Soap- Hand - Liquid- (Bag In Box)				
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal				
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal				
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal				
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal				
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal				
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal				
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal				
155.	Stripping Pads 17" Black				
156.	Stripping Pads 20" Black				
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)				
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better				
159.	Styrofoam Cup 8 Oz. (8J8) or equal				
160.	Styrofoam Cups 4 oz (UJ4)or equal				
161.	Styrofoam Plates 6" Laminated				
162.	Styrofoam Plates 6" Unlaminated				
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
164.	Styrofoam Plates 9" Laminated				
165.	Styrofoam Plates 9" Unlaminated				
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				
167.	Toilet Brushes- (Standard Size) Plastic				
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				
170.	Toilet Seat Covers				
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal				
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal				
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
174.	Toothbrush Firm- Specify Size				
175.	Toothbrush Medium Specify Size				
176.	Toothbrush Soft Specify Size				
177.	Toothpaste Std Size, Specify Size				
178.	Toothpaste Travel Size, Specify Size				
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				
180.	Trash Cans & Lids 16 Gallon				
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal				
182.	Trash Cans- 10 Gallon				
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner				
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal				
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners				
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners				
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners				
188.	Urinal Block w/ Screens				
189.	Urinal Blocks (Blocks Only)				
190.	Urinal Deodorant Screens- Screens Only				
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal				
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal				
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)				
194.	Utensils Forks-Clear - (1,000 Ct.)				
195.	Utensils Spoons -Plastic (Solo) or equal				
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal				
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal				
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)				
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal				
201.	Wasp/ Hornet Spray				
202.	Wasp/ Hornet Spray - 20 Ft Stream				
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal				
204.	Weed Killer (Round up) or equal				
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution				
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal				
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal				

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "B"
BID PAGE

AWARDED ITEMS TO
CENTRAL POLY CORPORATION

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
128	Paper Towels Multi Folds White Bleached 9.25 x 9.5	**Putney**	**4,000**	**$17.99**	**$17.99**
129	Paper Towels, (GEP 89460) En-motion high capacity – white 10 x 800 or equal	**Vondrehie**	**10x800**	**$36.70**	**$36.70**
169	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)	**Universal**	**1**	**$39.99**	**$39.99**
171	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal	**Atlas**	**12**	**$23.70**	**$23.70**
173	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal	**Atlas**	**6**	**$24.10**	**$24.10**
184	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal	**Central Poly**	**1,000**	**$15.90**	**$15.90**
185	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	**Central Poly**	**500**	**$17.80**	**$17.80**
186	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	**Central Poly**	**250**	**$14.20**	**$14.20**
187	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners	**Central Poly**	**1,000**	**$14.30**	**$14.30**

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: CENTRAL POLY CORP.

ADDRESS: 18 DONALDSON PLACE

CITY/STATE/ZIP CODE: LINDEN NJ 07036.

PHONE NUMBER/: 908-862-7570

CELLULAR NUMBER:

FAX NUMBER: 908-862-9019.

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: BIDS@CENTRALPOLY.COM.

PRINTED NAME: ANDREW HOFFER.

TITLE: PRESIDENT.

DATE: 08-30-2010.

CENTRAL POLY CORP
18 DONALDSON PLACE PO BOX 4097
LINDEN, NJ 07036
WWW.CENTRALPOLY.COM
TEL: 908-862-7570 FAX: 908-862-9019

EXHIBIT "B"

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal			
2.	3M griddle screens 10 per pack (200) or equal			
3.	Air Freshener- Aerosol Asst Scents			
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz			
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal			
6.	Ant &Roach Spray odorless			
7.	Ant &Roach Spray odorless to contain deltametrin			
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal			
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal			
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal			
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal			
12.	Baggies-Freezer Bags 10x11-200 CU s (Quick Seal) or equal			
13.	Bio-Hazard Bag Red 40 x 48 3 mil	CENTRAL POLY	@ 100	58.00
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital			
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal			
16.	Body Shampoo- per Gallon			
17.	Body Towels Standard Size			
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered			
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered			
20.	Bowl Mops (Rayon) or equal	OPENED		
21.	Brooms –(Plastic Angel) or equal	10:00AM		
22.	Brooms- Janitorial Straw	9-8-2010		
23.	Brooms -Maids - Straw (Waco) or equal	Witnessed		
24.	Buffing Pads 17" White			
25.	Buffing Pads 20" White			
26.	Butcher Paper 24"			
27.	Carpet Shampoo- Liquid Ammonia Free			
28.	Carpet Powder & Deodorizer			
29.	Carpet Shampoo Liquid			
30.	Carpet Spot Remover 32 oz			
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal			
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal			
33.	Cleaner- Oven 24oz foam cleaner			
34.	Cleaner -Stainless Steel- water less based			
35.	Continental 18" rubber floor squeegees (1800) or equal			
36.	Continental 24" rubber floor squeegee (2400) or equal			
37.	Dart Vented Lid-12J12-or equal			
38.	Dart Vented Lid-8J8 or equal			
39.	Degreaser -55 Gallon			
40.	Deodorant-hygiene			
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal			

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY/CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal			
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal			
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			
45.	Disinfectant & Deodorizer Cleaner Aerosol			
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal			
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal			
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)			
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)			
50.	Disinfectant Deodorant Spray- Hospital			
51.	Disinfectant Foam Cleaner- Hospital			
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal			
53.	Disinfecting wipes- (Lysol)or equal			
54.	Dispenser- Air Freshener Time Mist			
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)			
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)			
59.	Dust Cloths (Disposable) Yw			
60.	Dust Cloths- Non Disposable			
61.	Dust Mop 24" x 3- Disposable			
62.	Dust Mop 24" x 5- Non Disposable			
63.	Dust Mop 24"x 3 Non Disposable	OPENED		
64.	Dust Mop 24"x 5 Disposable			
65.	Dust Mop Frames 24" x 5	10:00 AM		
66.	Dust Mop Handles- Swivel Snap On			
67.	Dust Mop Treatment (Aerosol) equal or better	9-8-2010		
68.	Dust Mop Treatment RTU			
69.	Dust Pan Metal- Lobby or equal	Witnessed		
70.	Dust Pan Plastic- Lobby or equal			
71.	Enzyme Deodorizers- per Gallon - Liquid			
72.	Facial Tissue (Georgia Pacific)equal or better			
73.	Feather Duster Extensions 12 Ft			
74.	Feather Duster Extensions 8 Ft			
75.	Feather Dusters 21 Inch Ostrich or Equal			
76.	Feather Dusters 26 Inch Ostrich or Equal			
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal			
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal			
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal			
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal			
85.	Foil Wrap- Potato (Reynolds) or equal			
86.	Furniture Polish- Aerosol			

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal			
88.	Glass Cleaner RTU- 32 oz (Spartan) or equal			
89.	Gloves -Food Service - Large Clear (Brand Name)			
90.	Gloves- Food Service - Medium Clear (Brand Name)			
91.	Gloves -Latex - Small Disposable (Ansell or Equal)			
92.	Gloves- Latex- Large Disposable			
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)			
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)			
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)			
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)			
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal			
98.	Hand Cleaner- Waterless			
99.	Hand Towels- Standard Size			
100.	Hanging Toilet Bowl Blocks			
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)			
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal			
103.	Laced Dollies (different sizes and types)			
104.	Lice Killer Aerosol			
105.	Menu Tissue 12x12			
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal			
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal			
108.	Mop Handles Wood 54" Junior	OPENED		
109.	Mop Head Cotton- Size 16 oz	10:02am		
110.	Mop Head Cotton- Size 24 oz.	9-8-2020		
111.	Mop Head Cotton- Size 32 oz			
112.	Mop Head Rayon- Size 16 oz	Witnessed		
113.	Mop head Rayon- Size 24 oz.			
114.	Mop Head Rayon-Size 32 oz			
115.	Mosquito Repellent Lotion			
116.	Mosquito Repellent Spray			
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal			
118.	Odor Eliminator- Non Aerosol			
119.	Paper Bags #10 Brown (Duro) or equal			
120.	Paper Bags #4 Brown (Duro) or equal			
121.	Paper Bags #8 Brown (Duro) or equal			
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal			
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal			
124.	Paper Cups-Portion-1Ooz (Solo)equal or better			
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal	KRUGER.	30 Rolls	22.60
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	PUTNEY	12 Rolls	17.60
127.	Paper Towels Multi Folds (Georgia Pacific)or equal	PUTNEY	4000	17.10
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5	PUTNEY	4000	17.99
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal	VONDREHLE	10X800	36.70
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal			
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal			
132.	Razors- Double Edged			
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal			

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY PER CASE	UNIT PRICE
134.	Saddle Bag (SB8 5 CLR 6.5 x 7)-or equal			
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)	Rochester	#4	33.99
136.	Sanitary Napkins- Panty Liners			
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal	Rochester	#4	37.60
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal	Rochester	#4.	38.60
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq			
140.	Scrubbing Cleansers- 21 oz (Comet) or equal			
141.	Shaving Cream			
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal			
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)			
144.	Soap- Bar -75 oz - 1,000 per case			
145.	Soap- Hand - Liquid- (Bag In Box)			
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal			
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal			
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal			
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal			
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal			
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal			
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal	OPENED		
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal			
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal	10:00AM		
155.	Stripping Pads 17" Black			
156.	Stripping Pads 20" Black	9-8-2010		
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)			
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Witnessed		
159.	Styrofoam Cup 8 Oz. (8J8) or equal			
160.	Styrofoam Cups 4 oz (UJ4)or equal			
161.	Styrofoam Plates 6" Laminated			
162.	Styrofoam Plates 6" Unlaminated			
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal			
164.	Styrofoam Plates 9" Laminated			
165.	Styrofoam Plates 9" Unlaminated			
66.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal			
167.	Toilet Brushes- (Standard Size) Plastic			
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal			
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)	Universal	1	39.99
170.	Toilet Seat Covers	Rochester Midland	500	27.60
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal	Atlas	12	23.70
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal	Atlas	96	39.66
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal	Atlas	6	24.10
174.	Toothbrush Firm- Specify Size			
175.	Toothbrush Medium Specify Size			
176.	Toothbrush Soft Specify Size			
177.	Toothpaste Std Size, Specify Size			
178.	Toothpaste Travel Size, Specify Size			
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL			

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal	Rubbermaid	EACH	66.10
182.	Trash Cans- 10 Gallon			
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	CENTRAL POLY	200	17.40
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal	CENTRAL POLY	1000	15.90 (AM)
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	CENTRAL POLY	500	17.80 (AM)
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	CENTRAL POLY	250	14.80
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners	CENTRAL POLY	1000	14.50.
188.	Urinal Block w/ Screens			
189.	Urinal Blocks (Blocks Only)			
190.	Urinal Deodorant Screens- Screens Only			
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal			
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)			
194.	Utensils Forks-Clear - (1,000 Ct)			
195.	Utensils Spoons -Plastic (Solo) or equal			
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal	OPENED		
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal			
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	1000 ct		
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	9-8-2010		
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			
201.	Wasp/ Hornet Spray	Witnessed		
202.	Wasp/ Hornet Spray - 20 Ft Stream			
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			
204.	Weed Killer (Round up) or equal			
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal			

CENTRAL POLY CORP
18 DONALDSON PLACE PO BOX 4097
LINDEN, NJ 07036
WWW.CENTRALPOLY.COM
TEL: 908-862-7570 FAX: 908-862-9019

EXHIBIT "C"
CERTIFICATE OF INSURANCE

"Vendor will provide the insurance within ten (10) working days or sooner upon notification of award"

REQUIREMENTS AGREEMENT
C-10-186-12-07

THIS AGREEMENT (the "Agreement") is entered into effective as of the 7th day of December, 2010 by and between Gulf Coast Paper Corporation ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Janitorial Supplies, Industrial Chemicals & Supplies" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on December 7, 2010 and expire on December 6, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Seller:	Gulf Coast Paper Corporation 635 Billy Mitchell Blvd. Brownsville, Texas 78521

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Gulf Coast Paper Corporation
By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2010

(Company's Name, Address, City & State)

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs & Entities)**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
Bid No: 2010-186-09-01-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
ALL FUNDING SOURCES, PROGRAMS & ENTITIES)
Bid No: 2010-186-09-01-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 __9__ pages.**

4. **Exhibit "B" Bid Page, consisting of__6__ 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, consists 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 Requirements Agreement, consisting of __7__ 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, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 18, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID No. 2010-186-09-01-SMA

Bid No: 2010-186-09-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID OPENING DATE: <u>September 01, 2010</u>

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** **(All Funding Sources, Programs and Entities)** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-186-09-01-SMA- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** **(All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 01, 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 "REQUEST FOR BIDS-2010-186-09-01-SMA-"HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". **(All Funding Sources, Programs & Entities)**

   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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o 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-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** **All Funding Sources, Programs & Entities)** 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
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT (if applicable):~~**

- ~~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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2010-186-09-01-SMA

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, September 01, 2010.** **ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:
These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:
Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY

This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size (Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid (Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms – (Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank (Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal
88.	Glass Cleaner RTU- 32 oz. (Spartan) or equal
89.	Gloves -Food Service - Large Clear (Brand Name)
90.	Gloves- Food Service - Medium Clear (Brand Name)
91.	Gloves -Latex - Small Disposable (Ansell or Equal)
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal
103.	Laced Dollies (different sizes and types)
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro) or equal
120.	Paper Bags #4 Brown (Duro) or equal
121.	Paper Bags #8 Brown (Duro) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal
123.	Paper Bags-6lb Brown 6BG (Duro) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal
127.	Paper Towels Multi Folds (Georgia Pacific) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal
134.	Saddle Bag (SB8.5 CLR 6.5 x 7) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer- (TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (8J8) or equal
160.	Styrofoam Cups 4 oz (UJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal
167.	Toilet Brushes- (Standard Size) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal
173.	Toilet Tissue (6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size

JANITORIAL & INDUSTRIAL SUPPLIES	
	DESCRIPTION OF ITEM(S)
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only)
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)
194.	Utensils Forks-Clear - (1,000 Ct.)
195.	Utensils Spoons -Plastic (Solo) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal
204.	Weed Killer (Round up) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags- (Kimberly Clark) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal

INSURANCE:

Insurance requirements for this project to be maintained through out the contract term **(REFER TO LIMITS ON THE EXHIBIT "C" FOR LIMITS)**.

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year 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 end of the contract term for unforeseen delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (C) terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

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

9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

ESCALATION CLAUSE:

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 adjust

ment 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.

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 also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, AUGUST 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 27, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "B"

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal			
2.	3M griddle screens 10 per pack (200) or equal			
3.	Air Freshener- Aerosol Asst Scents			
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz			
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal			
6.	Ant &Roach Spray odorless			
7.	Ant &Roach Spray odorless to contain deltametrin			
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal			
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal			
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal			
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal			
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal			
13.	Bio-Hazard Bag Red 40 x 48 3 mil			
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital			
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal			
16.	Body Shampoo- per Gallon			
17.	Body Towels Standard Size			
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered			
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered			
20.	Bowl Mops (Rayon) or equal			
21.	Brooms –(Plastic Angel) or equal			
22.	Brooms- Janitorial Straw			
23.	Brooms -Maids - Straw (Waco) or equal			
24.	Buffing Pads 17" White			
25.	Buffing Pads 20" White			
26.	Butcher Paper 24"			
27.	Carpet Shampoo- Liquid Ammonia Free			
28.	Carpet Powder & Deodorizer			
29.	Carpet Shampoo Liquid			
30.	Carpet Spot Remover 32 oz.			
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal			
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal			
33.	Cleaner- Oven 24oz foam cleaner			
34.	Cleaner -Stainless Steel- water less based			
35.	Continental 18" rubber floor squeegees (1800) or equal			
36.	Continental 24" rubber floor squeegee (2400) or equal			
37.	Dart Vented Lid-12J12-or equal			
38.	Dart Vented Lid-8J8 or equal			
39.	Degreaser -55 Gallon			
40.	Deodorant-hygiene			
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal			
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal			
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			
45.	Disinfectant & Deodorizer Cleaner Aerosol			
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal			
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal			
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)			
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)			
50.	Disinfectant Deodorant Spray- Hospital			
51.	Disinfectant Foam Cleaner- Hospital			
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal			
53.	Disinfecting wipes- (Lysol)or equal			
54.	Dispenser- Air Freshener Time Mist			
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)			
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)			
59.	Dust Cloths (Disposable) Yw			
60.	Dust Cloths- Non Disposable			
61.	Dust Mop 24" x 3- Disposable			
62.	Dust Mop 24" x 5- Non Disposable			
63.	Dust Mop 24"x 3 Non Disposable			
64.	Dust Mop 24"x 5 Disposable			
65.	Dust Mop Frames 24" x 5			
66.	Dust Mop Handles- Swivel Snap On			
67.	Dust Mop Treatment (Aerosol) equal or better			
68.	Dust Mop Treatment RTU			
69.	Dust Pan Metal- Lobby or equal			
70.	Dust Pan Plastic- Lobby or equal			
71.	Enzyme Deodorizers- per Gallon - Liquid			
72.	Facial Tissue (Georgia Pacific)equal or better			
73.	Feather Duster Extensions 12 Ft.			
74.	Feather Duster Extensions 8 Ft.			
75.	Feather Dusters 21 Inch Ostrich or Equal			
76.	Feather Dusters 26 Inch Ostrich or Equal			
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal			
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal			
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal			
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal			
85.	Foil Wrap- Potato (Reynolds) or equal			
86.	Furniture Polish- Aerosol			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal			
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal			
89.	Gloves -Food Service - Large Clear (Brand Name)			
90.	Gloves- Food Service - Medium Clear (Brand Name)			
91.	Gloves -Latex - Small Disposable (Ansell or Equal)			
92.	Gloves- Latex- Large Disposable			
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)			
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)			
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)			
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)			
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal			
98.	Hand Cleaner- Waterless			
99.	Hand Towels- Standard Size			
100.	Hanging Toilet Bowl Blocks			
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)			
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal			
103.	Laced Dollies (different sizes and types)			
104.	Lice Killer Aerosol			
105.	Menu Tissue 12x12			
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal			
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal			
108.	Mop Handles Wood 54" Junior			
109.	Mop Head Cotton- Size 16 oz			
110.	Mop Head Cotton- Size 24 oz.			
111.	Mop Head Cotton- Size 32 oz.			
112.	Mop Head Rayon- Size 16 oz.			
113.	Mop head Rayon- Size 24 oz.			
114.	Mop Head Rayon-Size 32 oz			
115.	Mosquito Repellent Lotion			
116.	Mosquito Repellent Spray			
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal			
118.	Odor Eliminator- Non Aerosol			
119.	Paper Bags #10 Brown (Duro) or equal			
120.	Paper Bags #4 Brown (Duro) or equal			
121.	Paper Bags #8 Brown (Duro) or equal			
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal			
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal			
124.	Paper Cups-Portion-1Ooz (Solo)equal or better			
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal			
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal			
127.	Paper Towels Multi Folds (Georgia Pacific)or equal			
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5			
129.	Paper Towels, (GEP 89460) En-motion high capacity --white 10 x 800 or equal			
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal			
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal			
132.	Razors- Double Edged			
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal			
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)			
136.	Sanitary Napkins- Panty Liners			
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal			
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal			
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq			
140.	Scrubbing Cleansers- 21 oz (Comet) or equal			
141.	Shaving Cream			
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal			
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)			
144.	Soap- Bar -75 oz - 1,000 per case			
145.	Soap- Hand - Liquid- (Bag In Box)			
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal			
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal			
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal			
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal			
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal			
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal			
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal			
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal			
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal			
155.	Stripping Pads 17" Black			
156.	Stripping Pads 20" Black			
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)			
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better			
159.	Styrofoam Cup 8 Oz. (8J8) or equal			
160.	Styrofoam Cups 4 oz (UJ4)or equal			
161.	Styrofoam Plates 6" Laminated			
162.	Styrofoam Plates 6" Unlaminated			
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal			
164.	Styrofoam Plates 9" Laminated			
165.	Styrofoam Plates 9" Unlaminated			
66.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal			
167.	Toilet Brushes- (Standard Size) Plastic			
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal			
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)			
170.	Toilet Seat Covers			
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal			
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal			
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal			
174.	Toothbrush Firm- Specify Size			
175.	Toothbrush Medium Specify Size			
176.	Toothbrush Soft Specify Size			
177.	Toothpaste Std Size, Specify Size			
178.	Toothpaste Travel Size, Specify Size			
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal			
182.	Trash Cans- 10 Gallon			
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner			
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal			
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners			
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners			
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners			
188.	Urinal Block w/ Screens			
189.	Urinal Blocks (Blocks Only)			
190.	Urinal Deodorant Screens- Screens Only			
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal			
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)			
194.	Utensils Forks-Clear - (1,000 Ct.)			
195.	Utensils Spoons -Plastic (Solo) or equal			
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal			
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal			
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)			
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)			
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			
201.	Wasp/ Hornet Spray			
202.	Wasp/ Hornet Spray - 20 Ft Stream			
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			
204.	Weed Killer (Round up) or equal			
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal			

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "C"

Insurance Requirements

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 THER 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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:**_____ **Vendor No.:**

(THIS PAGE 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)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ 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
| | | | – | | – | | | |

or

Employer identification number
| | | – | | | | | | |

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]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 [1]
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

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

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)

DRAFT REQUIREMENTS AGREEMENT

HIDALGO COUNTY

REQUEST FOR BID

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2010-186-09-01-SMA

REQUIREMENTS AGREEMENT
C-10-186-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____day of _____, 2010 by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to

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the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will

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execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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

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employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

DRAFT

PURCHASING DEPARTMENT
County Of Hidalgo

August 31, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-186-09-01-SMA "HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Sealed Bids for the **"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities .

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9.*

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than August 31, 2010 at 5:00 p.m. via e-mail to sandra.montalvo@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
August 31, 2010

"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)

RFB NO. 2010-186-09-01-SMA

Bid Opening Date: ~~September 01, 2010 @ 9:30 A.M.~~

NEW BID OPENING DATE: September 08, 2010 @ 9:30 A.M

PLEASE NOTE THE FOLLOWING ***CHANGES:***

1. REPLACE EXHIBIT "B"-Bid Page with *REVISED* EXHIBIT "B"-Bid Page, consisting of 6 pages.
2. BID OPENING HAS BEEN EXTENDED TO SEPTEMBER 08, 2010 @ 9:30 A.M.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, August 31, 2010 for RFB NO.: 2010-186-09-01-SMA- **"HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"** (all funding sources, programs and entities)

_____ _____

Print VENDOR's Name Date

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

EXHIBIT "B"- REVISED

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal				
2.	3M griddle screens 10 per pack (200) or equal				
3.	Air Freshener- Aerosol Asst Scents				
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz				
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal				
6.	Ant &Roach Spray odorless				
7.	Ant &Roach Spray odorless to contain deltametrin				
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal				
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal				
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal				
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal				
13.	Bio-Hazard Bag Red 40 x 48 3 mil				
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal				
16.	Body Shampoo- per Gallon				
17.	Body Towels Standard Size				
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered				
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				
20.	Bowl Mops (Rayon) or equal				
21.	Brooms –(Plastic Angel) or equal				
22.	Brooms- Janitorial Straw				
23.	Brooms -Maids - Straw (Waco) or equal				
24.	Buffing Pads 17" White				
25.	Buffing Pads 20" White				
26.	Butcher Paper 24"				
27.	Carpet Shampoo- Liquid Ammonia Free				
28.	Carpet Powder & Deodorizer				
29.	Carpet Shampoo Liquid				
30.	Carpet Spot Remover 32 oz.				
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal				
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal				
33.	Cleaner- Oven 24oz foam cleaner				
34.	Cleaner -Stainless Steel- water less based				
35.	Continental 18" rubber floor squeegees (1800) or equal				
36.	Continental 24" rubber floor squeegee (2400) or equal				
37.	Dart Vented Lid-12J12-or equal				
38.	Dart Vented Lid-8J8 or equal				
39.	Degreaser -55 Gallon				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
40.	Deodorant-hygiene				
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal				
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal				
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal				
44.	Dishwashing Liquid- 42 oz (Dawn) or equal				
45.	Disinfectant & Deodorizer Cleaner Aerosol				
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal				
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal				
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)				
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)				
50.	Disinfectant Deodorant Spray- Hospital				
51.	Disinfectant Foam Cleaner- Hospital				
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal				
53.	Disinfecting wipes- (Lysol)or equal				
54.	Dispenser- Air Freshener Time Mist				
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)				
56.	Dispensers - Liquid Hand Soap (Bulk Soap)				
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)				
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)				
59.	Dust Cloths (Disposable) Yw				
60.	Dust Cloths- Non Disposable				
61.	Dust Mop 24" x 3- Disposable				
62.	Dust Mop 24" x 5- Non Disposable				
63.	Dust Mop 24"x 3 Non Disposable				
64.	Dust Mop 24"x 5 Disposable				
65.	Dust Mop Frames 24" x 5				
66.	Dust Mop Handles- Swivel Snap On				
67.	Dust Mop Treatment (Aerosol) equal or better				
68.	Dust Mop Treatment RTU				
69.	Dust Pan Metal- Lobby or equal				
70.	Dust Pan Plastic- Lobby or equal				
71.	Enzyme Deodorizers- per Gallon - Liquid				
72.	Facial Tissue (Georgia Pacific)equal or better				
73.	Feather Duster Extensions 12 Ft.				
74.	Feather Duster Extensions 8 Ft.				
75.	Feather Dusters 21 Inch Ostrich or Equal				
76.	Feather Dusters 26 Inch Ostrich or Equal				
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal				
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal				
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal				
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal				
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal				
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal				
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal				

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal				
85.	Foil Wrap- Potato (Reynolds) or equal				
86.	Furniture Polish- Aerosol				
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal				
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal				
89.	Gloves -Food Service - Large Clear (Brand Name)				
90.	Gloves- Food Service - Medium Clear (Brand Name)				
91.	Gloves -Latex - Small Disposable (Ansell or Equal)				
92.	Gloves- Latex- Large Disposable				
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)				
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)				
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)				
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal				
98.	Hand Cleaner- Waterless				
99.	Hand Towels- Standard Size				
100.	Hanging Toilet Bowl Blocks				
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				
103.	Laced Dollies (different sizes and types)				
104.	Lice Killer Aerosol				
105.	Menu Tissue 12x12				
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal				
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal				
108.	Mop Handles Wood 54" Junior				
109.	Mop Head Cotton- Size 16 oz				
110.	Mop Head Cotton- Size 24 oz.				
111.	Mop Head Cotton- Size 32 oz.				
112.	Mop Head Rayon- Size 16 oz.				
113.	Mop head Rayon- Size 24 oz.				
114.	Mop Head Rayon-Size 32 oz				
115.	Mosquito Repellent Lotion				
116.	Mosquito Repellent Spray				
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal				
118.	Odor Eliminator- Non Aerosol				
119.	Paper Bags #10 Brown (Duro) or equal				
120.	Paper Bags #4 Brown (Duro) or equal				
121.	Paper Bags #8 Brown (Duro) or equal				
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal				
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal				
124.	Paper Cups-Portion-1Ooz (Solo)equal or better				
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal				
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal				
127.	Paper Towels Multi Folds (Georgia Pacific)or equal				
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5				
129.	Paper Towels. (GEP 89460) En-motion high capacity –white 10 x 800 or equal				

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal				
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal				
132.	Razors- Double Edged				
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal				
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal				
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				
136.	Sanitary Napkins- Panty Liners				
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq				
140.	Scrubbing Cleansers- 21 oz (Comet) or equal				
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal				
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				
144.	Soap- Bar -75 oz - 1,000 per case				
145.	Soap- Hand - Liquid- (Bag In Box)				
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal				
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal				
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal				
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal				
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal				
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal				
154.	Sprayer-(TRIGGER ONLY) red & white (triggt) or equal				
155.	Stripping Pads 17" Black				
156.	Stripping Pads 20" Black				
157.	Styrofoam Bowl- 6 oz 1.000/case (equal or better)				
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better				
159.	Styrofoam Cup 8 Oz. (8J8) or equal				
160.	Styrofoam Cups 4 oz (UJ4)or equal				
161.	Styrofoam Plates 6" Laminated				
162.	Styrofoam Plates 6" Unlaminated				
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
164.	Styrofoam Plates 9" Laminated				
165.	Styrofoam Plates 9" Unlaminated				
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				
167.	Toilet Brushes- (Standard Size) Plastic				
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				
170.	Toilet Seat Covers				
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal				
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal				
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal				

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
174.	Toothbrush Firm- Specify Size				
175.	Toothbrush Medium Specify Size				
176.	Toothbrush Soft Specify Size				
177.	Toothpaste Std Size. Specify Size				
178.	Toothpaste Travel Size. Specify Size				
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				
180.	Trash Cans & Lids 16 Gallon				
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal				
182.	Trash Cans- 10 Gallon				
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner				
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal				
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners				
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners				
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners				
188.	Urinal Block w/ Screens				
189.	Urinal Blocks (Blocks Only)				
190.	Urinal Deodorant Screens- Screens Only				
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal				
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal				
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)				
194.	Utensils Forks-Clear - (1,000 Ct.)				
195.	Utensils Spoons -Plastic (Solo) or equal				
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal				
197.	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal				
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)				
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal				
201.	Wasp/ Hornet Spray				
202.	Wasp/ Hornet Spray - 20 Ft Stream				
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal				
204.	Weed Killer (Round up) or equal				
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution				
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal				
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal				

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "B"
BID PAGE

AWARDED ITEMS TO
GULF COAST PAPER INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
3	Air Freshener- Aerosol Asst Scents	**Spartan**	**12-18 oz**	**$28.10**	**$2.340**
4	Air Freshener -Time Mist - Asst. Scents 6.6 oz	**Vectair**	**12-6 oz**	**$37.12**	**$3.090**
5	Americo 20" beige ultra-high speed burnishing pads 5/box (20MUHSTBP) or equal	**Americo**	**5**	**$13.46**	**$2.690**
6	Ant &Roach Spray odorless	**Carroll**	**12-15 oz**	**$54.76**	**$4.560**
7	Ant &Roach Spray odorless to contain deltametrin	**Carroll**	**12-15 oz**	**$54.76**	**$4.560**
8	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal	**Reynolds**	**600**	**$14.45**	**$0.024**
9	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal	**Huckster**	**1000**	**$8.63**	**$0.009**
10	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal	**Reynolds**	**250**	**$19.97**	**$0.080**
11	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal	**Reynolds**	**500**	**$24.77**	**$0.050**
12	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal	**Reynolds**	**200**	**$22.67**	**$0.113**
14	Bleach -Disinfectant Cleaner Dry Air- Hospital	**Spantan**	**12-18 oz**	**$30.61**	**$2.550**
15	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal	**Pure bright**	**6**	**$9.14**	**$1.52**
16	Body Shampoo- per Gallon	**spartan**	**4 gals.**	**$26.68**	**$6.670**
18	Bowl Cleaner – Liquid(Non Acid) EPA Registered	**Spartan**	**12-32 oz**	**$16.12**	**$1.340**
19	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered	**Spartan**	**12-32 oz**	**$15.35**	**$1.280**
20	Bowl Mops (Rayon) or equal	**Continental**	**1**	**$0.60**	**$0.600**
21	Brooms –(Plastic Angel) or equal	**Unisan**	**12**	**$71.00**	**$5.920**
22	Brooms- Janitorial Straw	**Unisan**	**12**	**$69.45**	**$5.790**
24	Buffing Pads 17" White	**Americo**	**5**	**$10.21**	**$2.040**
25	Buffing Pads 20" White	**Americo**	**5**	**$13.25**	**$2.650**
26	Butcher Paper 24"	**B&H Bag**	**1**	**$22.49**	**$22.49**
27	Carpet Shampoo- Liquid Ammonia Free	**Carroll**	**4**	**$34.92**	**$8.730**
28	Carpet Powder & Deodorizer	**Big D Industries**	**12-16 oz**	**$29.13**	**$2.430**
29	Carpet Shampoo Liquid	**Carroll**	**4**	**$34.92**	**$8.730**
30	Carpet Spot Remover 32 oz.	**Spartan**	**12-32 oz**	**$17.02**	**$1.420**
31	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal	**Carroll**	**4**	**$37.84**	**$9.460**
32	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal	**Diversey**	**4**	**$32.52**	**$8.130**
33	Cleaner- Oven 24oz foam cleaner	**Carroll**	**12-19 oz**	**$37.90**	**$3.160**
34	Cleaner -Stainless Steel- water less based	**Spartan**	**12-18 oz**	**$37.82**	**$3.150**
35	Continental 18" rubber floor squeegees (1800) or equal	**Continental**	**1**	**$11.38**	**$11.380**
36	Continental 24" rubber floor squeegee (2400) or equal	**Continental**	**1**	**$13.33**	**$13.330**
39	Degreaser -55 Gallon	Spartan	1-55 gal	$219.07	$219.070
42	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal	**U.S. Chemical**	**6-8 lb**	**$87.46**	**$14.580**
43	Dishwashing Liquid- 32 oz - (Dawn) or equal	**Palmolive**	**12-32 oz**	**$34.05**	**$2.840**

AWARDED ITEMS TO
GULF COAST PAPER INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
44	Dishwashing Liquid- 42 oz (Dawn) or equal	Palmolive	12-32 oz	$34.05	$2.840
45	Disinfectant & Deodorizer Cleaner Aerosol	Spartan	12-18 oz	$30.61	$2.550
46	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal	Carroll	4 gals	$30.84	$7.710
47	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal	Carroll	4 gals	$35.00	$8.750
48	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)	Spartan	12-18 oz	$30.61	$2.840
49	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)	Spartan	12-18 oz	$30.61	$2.840
50	Disinfectant Deodorant Spray- Hospital	Spartan	12-18 oz	$30.61	$2.840
51	Disinfectant Foam Cleaner- Hospital	Spartan	12-18 oz	$25.40	$2.130
52	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal	Diversey	12-15 oz	$51.23	$4.270
53	Disinfecting wipes- (Lysol)or equal	Clorox	12-35	$36.29	$3.020
55	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)	Georgia Pacific	1	$15.24	$15.240
56	Dispensers - Liquid Hand Soap (Bulk Soap)	Spartan	1	$16.98	$16.980
57	Dispensers -Paper Towels Multi Folds Universal (Metal)	Georgia Pacific	1	$24.39	$24.390
59	Dust Cloths (Disposable) Yw	Georgia Pacific	200	$54.70	$0.027
60	Dust Cloths- Non Disposable	M&D	12	$19.00	$1.580
62	Dust Mop 24" x 5- Non Disposable	Rubbermaid	1	$12.22	$12.220
64	Dust Mop 24"x 5 Disposable	Wilen	1	$5.06	$5.060
65	Dust Mop Frames 24" x 5	Wilen	1	$2.03	$2.030
66	Dust Mop Handles- Swivel Snap On	Wilen	1	$4.97	$4.970
67	Dust Mop Treatment (Aerosol) equal or better	Spartan	12-16 oz	$32.32	$2.690
68	Dust Mop Treatment RTU	Spartan	12-32 oz	$19.67	$1.640
70	Dust Pan Plastic- Lobby or equal	Rubbermaid	1	$10.79	$10.790
71	Enzyme Deodorizers- per Gallon - Liquid	Spartan	4 gals	$30.33	$7.580
72	Facial Tissue (Georgia Pacific)equal or better	Georgia Pacific	30-100	$16.23	$0.540
73	Feather Duster Extensions 12 Ft.	Unger	13 ft	$36.44	$36.440
74	Feather Duster Extensions 8 Ft.	Unger	8 ft	$27.21	$27.210
75	Feather Dusters 21 Inch Ostrich or Equal	Lambkin	1	$5.13	$5.130
76	Feather Dusters 26 Inch Ostrich or Equal	Lambkin	1	$7.80	$7.800
77	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal	Reynolds	18+2000'	$16.13	$16.130
78	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal	Reynolds	18+3000'	$26.21	$26.210
79	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal	Karcher	1	$10.50	$10.500

AWARDED ITEMS TO
GULF COAST PAPER INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
80	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal	Karcher	1	$25.00	$25.000
81	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal	Diversey	1	$19.90	$19.900
82	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal	Diversey	4 gals	$19.04	$4.760
83	Floor finish/wax -Diversey Ventra 5 gallon box (Vectra5) or equal	Diversey	5 gal	$58.65	$58.650
84	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal	Reynolds	18'x500'	$30.50	$30.500
86	Furniture Polish- Aerosol	Spartan	12-18 oz	$27.23	$2.270
87	Glass Cleaner- Liquid Concentrate (spartan) or equal	Spartan	4 gals	$29.08	$7.270
88	Glass Cleaner RTU- 32 oz.(Spartan) or equal	Spartan	12-32 oz	$18.47	$1.540
89	Gloves -Food Service - Large Clear (Brand Name)	Tidy	1,000	$17.65	$0.01765
90	Gloves- Food Service - Medium Clear (Brand Name)	Tidy	1,000	$17.65	$0.01765
91	Gloves -Latex - Small Disposable (Ansell or Equal)	Ansell	1,000	$40.12	$0.04012
92	Gloves- Latex- Large Disposable	Ansell	1,000	$40.12	$0.04012
93	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)	Ansell	12	$7.36	$0.61
94	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)	Ansell	12	$7.36	$0.61
95	Gloves- Latex -Medium -Disposable (Ansell or Equal)	Ansell	1,000	$40.12	$0.04012
96	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)	Ansell	12	$7.36	$0.610
97	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal	Ansell	1,000	$59.15	$0.05915
98	Hand Cleaner- Waterless	Gojo	6-4.5 lb	$114.66	$19.110
100	Hanging Toilet Bowl Blocks	Fresh Products	12	$7.54	$0.630
102	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal	Rubbermaid	1	$110.90	$110.900
106	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	Rubbermaid	1	$51.80	$51.80
107	Mop Handles Fiber Glass 54" Jr. Etc- or equal	Impact	1	$15.43	$15.43
108	Mop Handles Wood 54" Junior (QC54)	Unisan		$5.30	$5.30
109	Mop Head Cotton- Size 16 oz	Wilen	12	$26.22	$2.19
110	Mop Head Cotton- Size 24 oz.	Wilen	12	$39.00	$3.25
111	Mop Head Cotton- Size 32 oz.	Wilen	12	$51.90	$4.33
112	Mop Head Rayon- Size 16 oz.	Wilen	12	$35.85	$2.99
113	Mop head Rayon- Size 24 oz.	Wilen	12	$53.85	$4.49
114	Mop Head Rayon-Size 32 oz	Wilen	12	$70.20	$5.85
116	Mosquito Repellent Spray	Diversey Off	12	$65.72	$5.4800
117	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal	SCA	6,000	$35.24	$0.00587
118	Odor Eliminator- Non Aerosol	Spantan	12-32 oz	$19.41	$1.6200
119	Paper Bags #10 Brown (Duro) or equal	Duro	500	$10.36	$0.02072

AWARDED ITEMS TO
GULF COAST PAPER INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
120	Paper Bags #4 Brown (Duro) or equal	Duro	500	$6.34	$0.01268
122	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal	Duro	500	$29.60	$0.0592
125	Paper Roll Towels- Kitchen (Scott- 11s9) or equal	Georgia Pacific	30-85 (2250 sheets)	$22.00	$0.7300
126	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	SCA	12-350'	$17.06	$1.420
127	Paper Towels Multi Folds (Georgia Pacific)or equal	Georgia Pacific	4,000	$15.29	$0.003820
130	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal	Gojo	2	$46.05	$23.03
131	Purell Hand Sanitizer Refill-GOJ545604- or equal	Gojo	4	$60.72	$15.18
135	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)	Hospeco	250	$29.07	$0.1163
137	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal	Hospeco	250	$29.07	$0.11628
138	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal	Hospeco	250	$29.07	$0.11628
140	Scrubbing Cleansers- 21 oz (Comet) or equal	Colgate	24-21 oz	$22.39	$0.930
142	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal	Spartan	4 gals	$26.68	$6.670
144	Soap- Bar -75 oz - 1,000 per case	Cashmiere	1,000	$67.55	$0.068
145	Soap- Hand - Liquid- (Bag In Box)	Kim Care (antibacterial)	12-800 ml	$31.73	$2.64
146	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal	Spartan	12-32 oz	$29.92	$2.49
147	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal	Spartan	4 gals	$31.55	$7.89
148	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal	Spartan	4 gals	$40.37	$10.090
149	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal	Spartan	12-32 oz	$25.33	$2.11
150	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal	Spartan	12-18 oz	$27.23	$2.27
151	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal	Spartan	12-32 oz	$17.55	$1.46
152	Spray Bottles- 24 oz empty bottle (bottle24) or equal	Contico	1	$0.50	$0.50
153	Spray Bottles -32 oz. empty bottle (bottleqt) or equal	Contico	1	$0.40	$0.40
154	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal	Contico	1	$0.35	$0.35
155	Stripping Pads 17" Black	Americo	5	$10.56	$2.11
156	Stripping Pads 20" Black	Americo	5	$13.71	$2.740
158	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Dispozo	1,000	$22.34	$0.02234
161	Styrofoam Plates 6" Laminated	Dispozo	1,000	$20.45	$0.02045
170	Toilet Seat Covers	Hospeco	2,500	$23.73	$0.00949

AWARDED ITEMS TO
GULF COAST PAPER INC.

ITEM #	DECRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
172	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal	Georgia Pacific	80-550	$34.23	$0.4278
179	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL	Berry Plastics	100	$19.50	$0.1950
180	Trash Cans & Lids 16 Gallon	Rubbermaid	1	$40.00	$40.00
181	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal	Rubbermaid	1	$29.10	$29.10
182	Trash Cans- 10 Gallon	Rubbermaid	1	$7.30	$7.30
183	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	Rhino	250	$22.52	$0.0900
188	Urinal Block w/ Screens	Fresh Products	12	$18.87	$1.5700
189	Urinal Blocks (Blocks Only)	Fresh Products	12	$4.48	$0.3700
190	Urinal Deodorant Screens- Screens Only	Spartan	12	$8.74	$0.7300
191	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal	Dispozo	1,000	$9.08	$0.00908
192	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal	Dispozo	1,000	$9.08	$0.00908
196	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal	Dispozo	1,000	$9.08	$0.009
197	Utensils Spoons -Plastic –Dispozo medium WMS 1,000/cs or equal	Dispozo	1,000	$9.08	$0.009
199	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Dispozo	1,000	$9.08	$0.009
200	Vacuum bags-Windsor s for Sensor XP12 vacuum cleaner 10 pack -(SVB) or equal	Karcher	10	$19.64	$1.960
201	Wasp/ Hornet Spray	Spartan	12-17 oz	$37.12	$3.090
202	Wasp/ Hornet Spray - 20 Ft Stream	Spartan	12-17 oz	$37.12	$3.090
203	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal	Spartan	4 gals	$35.87	$8.970
206	Wipers -Workhorse -Rags-(Kimberly Clark) or equal	Kimberley Clarke	912	$46.10	$0.051
207	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal	Kimberley Clarke	300	$44.87	$0.150

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Gulf Coast Paper Co

ADDRESS: 635 Billy Mitchell Blvd

CITY/STATE/ZIP CODE: Brownsville, Texas 78521

PHONE NUMBER/: (956) 541-2281

CELLULAR NUMBER: (956) 739-6846

FAX NUMBER: (956) 541-6917

AUTHORIZED SIGNATURE: Jorge A. Guerra

EMAIL ADDRESS: GCPC415@aol.com

PRINTED NAME: Jorge A. Guerra

TITLE: Sales Rep

DATE: 9-7-2010

EXHIBIT "B" Gulf Coast Paper

Hidalgo County

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPLLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-156-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal	3m	20	9.63	.80
2.	3M griddle screens 10 per pack (200) or equal	3m	200	61.88	.31
3.	Air Freshener- Aerosol Asst Scents	Spartan	12-18oz	28.10	2.34
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz	Vectair	12-6oz	37.12	3.09
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal	AMERICO	5	13.46	2.69
6.	Ant &Roach Spray odorless	Carroll	12-15oz	54.76	4.56
7.	Ant &Roach Spray odorless to contain deltametrin	carroll	12-15oz	54.76	4.56
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal	Reynolds	600	14.45	.0240
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1000	8.63	.0086
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal	Reynolds	260	19.97	.0798
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal	Reynolds	500	24.77	.0495
12.	Baggies-Freezer Bags 10x11-200 Ct/s (Quick Seal) or equal	Reynolds	200	22.67	.11335
13.	Bio-Hazard Bag Red 40 x 48 3 mil	Berry Plastics	25	16.85	.67
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital	Spartan	12-18oz	30.61	2.55
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal	Pure Bright	6	9.14	1.52
16.	Body Shampoo- per Gallon	Spartan	4gals	26.68	6.67
17.	Body Towels Standard Size			no Bid	
18.	Bowl Cleaner - Liquid(Non Acid) EPA Registered	Spartan	12-32oz	16.12	1.34
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered	Spartan	12-32oz	15.35	1.28
20.	Bowl Mops (Rayon) or equal	Continental	1	.60	.60
21.	Brooms -(Plastic Angel) or equal	Unisan	12	71.00	5.92
22.	Brooms- Janitorial Straw	Unisan	12	69.45	5.79
23.	Brooms -Maids - Straw (Waco) or equal	Unisan	12	60.75	5.06
24.	Buffing Pads 17" White	AMERICO	5	10.21	2.04
25.	Buffing Pads 20" White	AMERICO	5	13.25	2.65
26.	Butcher Paper 24" 4 1000'	B+H Bag	1	22.49	22.49
27.	Carpet Shampoo- Liquid Ammonia Free gallon	Carroll	4	34.92	8.73
28.	Carpet Powder & Deodorizer	Big D Industries	12-16oz	29.13	2.43
29.	Carpet Shampoo Liquid gallon	Carroll	4	34.92	8.73
30.	Carpet Spot Remover 32 oz.	Spartan	12-32oz	17.02	1.42
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal	Carroll	4	37.84	9.46
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal	DIVERSEY	4	32.52	8.13
33.	Cleaner- Oven 24oz foam cleaner	Carroll	12-19oz	37.90	3.16
34.	Cleaner -Stainless Steel- water less based	Spartan	12-18oz	37.82	3.15
35.	Continental 18" rubber floor squeegees (1800) or equal	Continental	1	11.38	11.38
36.	Continental 24" rubber floor squeegee (2400) or equal	Continental	1	13.33	13.33
37.	Dart Vented Lid-12J12-or equal	Dart	1000	12.49	.0124
38.	Dart Vented Lid-8J8 or equal	Dart	1000	9.86	.0098
39.	Degreaser -55 Gallon	Spartan	1-55gal	219.07	219.07

.486 GF

OPENED 9:58am 9-8-2010 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
40.	Deodorant-hygiene			no Bid	
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal	Palmolive	12-32oz	34.05	2.84
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal	US. Chemical	6-8lb	87.46	14.58
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal	Palmolive	12-32oz	34.05	2.84
44.	Dishwashing Liquid- 42 oz (Dawn) or equal	Palmolive	12-32oz	34.05	2.84
45.	Disinfectant & Deodorizer Cleaner Aerosol	Spartan	12-18oz	30.61	2.55
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal	Carroll	4 gals	30.84	7.71
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal	Carroll	4 gals	35.00	8.75
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)	Spartan	12-18oz	30.61	2.84
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)	Spartan	12-18oz	30.61	2.84
50.	Disinfectant Deodorant Spray- Hospital	Spartan	12-18oz	30.61	2.84
51.	Disinfectant Foam Cleaner- Hospital	Spartan	12-18oz	25.40	2.13
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal	DIVERSEY	12-15oz	51.23	4.27
53.	Disinfecting wipes- (Lysol)or equal	Clorox	12-35	36.29	3.02
54.	Dispenser- Air Freshener Time Mist	VeltAir	1	24.00	24.00
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)	Georgia Pacific	1	15.24	15.24
56.	Dispensers - Liquid Hand Soap (Bulk Soap)	Spartan	1	16.98	16.98
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)	Georgia Pacific	1	24.39	24.39
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)	Kimberly Clark	1	30.00	30.00
59.	Dust Cloths (Disposable) Yw	Georgia Pacific	200	54.70	.2735
60.	Dust Cloths- Non Disposable	M+O	12	19.00	1.58
61.	Dust Mop 24" x 3- Disposable			no Bid	
62.	Dust Mop 24" x 5- Non Disposable J353	Rubbermaid	1	12.22	12.22
63.	Dust Mop 24"x 3 Non Disposable			No Bid	
64.	Dust Mop 24"x 5 Disposable	Wilen	1	5.06	5.06
65.	Dust Mop Frames 24" x 5	Wilen	1	2.03	2.03
66.	Dust Mop Handles- Swivel Snap On	Wilen	1	4.97	4.97
67.	Dust Mop Treatment (Aerosol) equal or better	Spartan	12-16oz	32.32	2.69
68.	Dust Mop Treatment RTU	Spartan	12-32oz	19.67	1.64
69.	Dust Pan Metal- Lobby or equal	Continental	1	24.38	24.38
70.	Dust Pan Plastic- Lobby or equal	Rubbermaid	1	10.79	10.79
71.	Enzyme Deodorizers- per Gallon - Liquid	Spartan	4 gals	30.33	7.58
72.	Facial Tissue (Georgia Pacific)equal or better	Georgia Pacific	30-100	16.23	.54
73.	Feather Duster Extensions 12 Ft.	Unger	13FT	36.44	36.44
74.	Feather Duster Extensions 8 Ft.	Unger	8FT	27.21	27.21
75.	Feather Dusters 21 Inch Ostrich or Equal	Lambkin	1	5.13	5.13
76.	Feather Dusters 26 Inch Ostrich or Equal	Lambkin	1	7.80	7.80
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal	Reynolds	18+2000'	16.13	16.13
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal	Reynolds	18+3000'	26.21	26.21
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal	KARCHER	1	10.50	10.50
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal	KARCHER	1	25.00	25.00
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal	DIVERSEY	1	19.90	19.90
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal	DIVERSEY	4gals	19.04	4.76
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal	DIVERSEY	5gal	58.65	58.65

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal	Reynolds	18"x500'	30.50	30.50
85.	Foil Wrap- Potato (Reynolds) or equal	Reynolds	6-500	47.70	.0159
86.	Furniture Polish- Aerosol	Spartan	12-18oz	27.23	2.27
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal	Spartan	4 gals	29.08	7.27
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal	Spartan	12-32oz	18.47	1.54
89.	Gloves -Food Service - Large Clear (Brand Name)	Tidy	1000	17.65	.01765
90.	Gloves- Food Service - Medium Clear (Brand Name)	Tidy	1000	17.65	.01765
91.	Gloves -Latex - Small Disposable (Ansell or Equal)	Ansell	1000	40.12	.04012
92.	Gloves- Latex- Large Disposable	Ansell	1000	40.12	.04012
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)	Ansell	12	7.36	.61
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)	Ansell	12	7.36	.61
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)	Ansell	1000	40.12	.04012
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)	Ansell	12	7.36	.61
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal	Ansell	1000	59.15	.05915
98.	Hand Cleaner- Waterless	Gojo	6-4.5lb	114.66	19.11
99.	Hand Towels- Standard Size			No Bid	
100.	Hanging Toilet Bowl Blocks	Fresh Products	12	7.54	.63
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Spartan	5gallon	72.00	72.00
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal	Rubbermaid	1	110.90	110.90
103.	Laced Dollies (different sizes and types)			No Bid	
104.	Lice Killer Aerosol			No Bid	
105.	Menu Tissue 12x12	Georgia Pacific	10000	91.53	.009153
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	Rubbermaid	1	51.80	51.80
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal	Impact	1	15.43	15.43
108.	Mop Handles Wood 54" Junior QC54	Unisan		5.30	5.30
109.	Mop Head Cotton- Size 16 oz	Wilen	12	26.22	2.19
110.	Mop Head Cotton- Size 24 oz.	Wilen	12	39.00	3.25
111.	Mop Head Cotton- Size 32 oz.	Wilen	12	51.90	4.33
112.	Mop Head Rayon- Size 16 oz.	Wilen	12	35.85	2.99
113.	Mop head Rayon- Size 24 oz.	Wilen	12	53.85	4.49
114.	Mop Head Rayon-Size 32 oz	Wilen	12	70.20	5.85
115.	Mosquito Repellent Lotion			No Bid	
116.	Mosquito Repellent Spray	Diversey Off	12	65.72	5.48
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal	SCA	6000	35.24	.00587
118.	Odor Eliminator- Non Aerosol	Spartan	12-32oz	19.41	1.62
119.	Paper Bags #10 Brown (Duro) or equal	Duro	500	10.36	.02072
120.	Paper Bags #4 Brown (Duro) or equal	Duro	500	6.34	.01268
121.	Paper Bags #8 Brown (Duro) or equal	Duro	500	11.46	.02292
122.	Paper Bags 1/6 BBL Brown 1657 (Duro)or equal	Duro	500	29.60	.0592
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	Duro	500	8.16	.01632
124.	Paper Cups-Portion-1Ooz (Solo)equal or better	~~Georgia Pacific~~	~~3~~	~~22.00~~	no Bid
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal	Georgia Pacific	2550 30-85	22.00	.73
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	SCA 4200	12-350'	17.06	1.42
127.	Paper Towels Multi Folds (Georgia Pacific)or equal	Georgia Pacific	4000	15.29	.00382
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5	Georgia Pacific	4000	18.35	.00458
129.	Paper Towels. (GEP 89460) En-motion high capacity –white 10 x 800 or equal	Georgia Pacific	6-800' 4800	52.94	8.82

OPENED 9:58am 9-8-20 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal	Gojo	2	46.05	23.03
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal	Gojo	4	60.72	15.18
132.	Razors- Double Edged			No Bid	
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	Royal	12	19.22	1.60
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	Handiband	2000	43.28	.02164
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)	Hospeco	250	29.07	.11628
136.	Sanitary Napkins- Panty Liners			no Bid	
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal	Hospeco	250	29.07	.11628
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal	Hospeco	250	29.07	.11628
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	3m	20	34.00	1.70
140.	Scrubbing Cleansers- 21 oz (Comet) or equal	Colgate	24-21oz	22.39	.93
141.	Shaving Cream			no Bid	
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal	Spartan	4gals	26.68	6.67
143.	Soap- Anti Bacterial- Bar 3.5 oz (1.000 per case)			No Bid	
144.	Soap- Bar -75 oz - 1,000 per case	Cashmere	1000	67.55	.0675
145.	Soap- Hand - Liquid- (Bag In Box) Antibacterial	Kim Care	12-800ml	31.73	2.64
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal	Spartan	12-32oz	29.92	2.49
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal	Spartan	4gals	31.55	7.89
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal	Spartan	4gals	40.37	10.09
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal	Spartan	12-32oz	25.33	2.11
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal	Spartan	12-18oz	27.23	2.27
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal	Spartan	12-32oz	17.55	1.46
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal	Contico	1	.50	.50
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal	Contico	1	.40	.40
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal	Contico	1	.35	.35
155.	Stripping Pads 17" Black	America	5	10.56	2.11
156.	Stripping Pads 20" Black	America	5	13.71	2.74
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better) GB12	Dart	1000	24.85	.02485
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Dixie	1000	22.34	.02234
159.	Styrofoam Cup 8 Oz. (8J8) or equal	Dart	1000	16.05	.01605
160.	Styrofoam Cups 4 oz (UJ4)or equal	Dart	1000	14.90	.0149
161.	Styrofoam Plates 6" Laminated	Dixie	1000	20.45	.02045
162.	Styrofoam Plates 6" Unlaminated	Dixie	1000	20.45	.02045
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	Pactiv	500	20.22	.04044
164.	Styrofoam Plates 9" Laminated	Dixie	500	23.40	.0468
165.	Styrofoam Plates 9" Unlaminated	Pactiv	500	20.22	.04044
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal	Pactiv	150	14.94	.0996
167.	Toilet Brushes- (Standard Size) Plastic	Rubbermaid	1	1.80	1.80
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal	Rubbermaid	1	1.80	1.80
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)	Georgiapacific	1	50.73	50.73
170.	Toilet Seat Covers	Hospeco	2500	23.73	.00949
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal	SCA	12-1000'	25.88	2.16
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal	Georgiapacific	30-550	34.23	.4278
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal	SCA	6-2000'	29.37	4.90

Gulf Coast

OPENED 9:58am 9-8-2010 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
174.	Toothbrush Firm- Specify Size			no Bid	
175.	Toothbrush Medium Specify Size			No Bid	
176.	Toothbrush Soft Specify Size			no bid	
177.	Toothpaste Std Size. Specify Size			No Bid	
178.	Toothpaste Travel Size. Specify Size			No Bid	
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL	Berry Plastics	100	19.50	.195
180.	Trash Cans & Lids 16 Gallon	Rubbermaid	1	40.00	40.00
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal	Rubbermaid	1	29.10	29.10
182.	Trash Cans- 10 Gallon	Rubbermaid	1	7.30	7.30
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	Rhino	250	22.52	.0900
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal	Pitt Plastics	1000	22.73	.02273
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	Rhino	500	20.45	.0409
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	Rhino	250	15.96	.0638
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners	Rhino	1000	19.26	.01926
→ 188.	Urinal Block w/ Screens	Fresh Products	12	18.87	1.57
189.	Urinal Blocks (Blocks Only)	Fresh Products	12	4.48	.37
190.	Urinal Deodorant Screens- Screens Only	Spartan	12	8.74	.73
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal	Dispozo	1000	9.08	.00908
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal	Dispozo	1000	9.08	.00908
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	Dispozo	1000	9.08	.00908
194.	Utensils Forks-Clear - (1,000 Ct.)			no Bid	
195.	Utensils Spoons -Plastic (Solo) or equal	Dispozo	1000	9.08	.00908
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal	Dispozo	1000	9.08	.00908
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal	Dispozo	1000	9.08	.00908
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	Dispozo	1000	9.08	.00908
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Dispozo	250	14.00	.056
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal	Karcher	10	19.64	1.96
201.	Wasp/ Hornet Spray	Spartan	12-17oz	37.12	3.09
202.	Wasp/ Hornet Spray - 20 Ft Stream	Spartan	12-17oz	37.12	3.09
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal	Spartan	4gals	35.87	8.97
204.	Weed Killer (Round up) or equal			no Bid	
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			no Bid	
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal	Kimberly Clark	912	46.10	.0505
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal	Kimberly Clark	300	44.87	.1495

OPENED
9:58am
9-8-2010
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR GULFC-3

DATE (MM/DD/YYYY) 08/31/10

PRODUCER

GSM Insurors-Victora P&C
P. O. Box 2447
Victoria TX 77902
Phone: 361-570-6510 Fax: 361-570-5574

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

Gulf Coast Paper Co., Inc.
P O Box 4227
Victoria TX 77903-4227

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Mutual Insurance Co	22945
INSURER B:	Security National Insurance Co	02522
INSURER C:	Hallmark County Mutual	
INSURER D:	Everest National	
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR	SPP1005666	06/30/10	06/30/11	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC				GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
C		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Collision [X] Comprehensive	TXA503899-01 DEDUCTIBLE $1,000. DEDUCTIBLE $1,000.	06/30/10	06/30/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
D		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	71GH000036-101	06/30/10	06/30/11	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below	TSF-0001133245	06/30/10	06/30/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
100 E Camo
Edinberg TX 78539

CANCELLATION

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

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-419-40-220-001-0-607	FACILITIES MGMT-HSEHLD & JANITORIAL SUPP	136,500.00	22,658.79	83,754.57	83,754.57	30,086.64	77.96
0-1100-423-32-330-001-0-607	JUV DET HM-HSEHLD & JANITORIAL SUPPL	33,778.22	2,026.01	29,898.00	29,898.00	1,854.21	94.51
0-1100-441-00-340-001-0-607	HEALTH ADM-HSEHLD & JANITORIAL SUPPL	15,090.25	924.27	13,853.02	13,853.02	312.96	97.93
0-1100-441-00-340-003-0-607	HEALTH CLINICS-HSEHLD & JANITORIAL SUPPL	2,636.81	.00	2,636.81	2,636.81	.00	100.00
0-1293-441-00-340-005-0-607	H.D. ADM-HSEHLD & JANITORIAL SUPPL	2,200.00	790.50	.00	.00	1,409.50	35.93
0-1295-423-00-330-028-0-607	WESL B/C-HSEHLD & JANITORIAL SUPPL	20,000.00	7,776.84	11,498.62	11,498.62	724.54	96.38